

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
SPECIFIC PERFORMANCE AND LAND USE RESTRICTION AGREEMENT
WITH PARC HOUSING, INC. (CD23PARCBMFS)**

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.: **CD23PARCBMFS** with AGENCY on October 30, 2023, to provide, through the Pinellas County Housing and Community Development Department (hereinafter DEPARTMENT), **\$75,000.00 (Seventy-Five Thousand, and NO/100 Dollars)** in Community Development Block Grant (CDBG) funds to AGENCY for facility improvements, as recorded in Official Records Book 22610, Pages 44-73 (hereinafter AGREEMENT); and

WHEREAS, the 2023-2024 Action Plan, approved by the Board in Resolution 23-56, identified funding be provided to AGENCY for facility improvements including the replacement of the fire alarm system at the AGENCY'S Bert Mueller Group Home located at 3190 - 75th Street North, St. Petersburg, Florida 33710, (hereinafter PROJECT); and

WHEREAS, during the bid process, bids for replacing the fire alarm system came back three times higher than the amount budgeted for the PROJECT; and

WHEREAS, the AGENCY did not have the resources to cover the additional cost of the PROJECT; and

WHEREAS, the AGENCY has requested, and the COUNTY has agreed to revise the scope of work to include the replacement of the facility's interior doors; and

WHEREAS, the AGREEMENT states that PROJECT activities shall be completed by the AGREEMENT expiration date of September 30, 2024, and AGENCY will not be able to complete the PROJECT before the AGREEMENT expiration date; and

WHEREAS, additional time is required for the completion of the PROJECT, the COUNTY will extend the AGREEMENT expiration date three (3) months to December 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 three (3) months to January 1, 2032.

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:

1. PROJECT DESCRIPTION

- b) AGENCY shall administer the PROJECT in a manner satisfactory to COUNTY and consistent with any standards required as a condition of providing these funds and shall ensure all contracts and subcontracts adhere to all requirements of this AGREEMENT. The PROJECT will consist of the following facility improvements at PARC's Bert Mueller Group Home including:
 - i. Removal of existing interior doors; and
 - ii. Installation of new interior doors.

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, 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, 2023, and December 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

| | | |
|-----|--|--|
| (e) | Subaward Period of Performance Start and End Date | 10/01/2023 – 12/31/2024 |
| (i) | Federal Award Project Description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA) | Facility improvement project to include replacement of interior doors. |

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, 2032** (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.

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:

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

PINELLAS COUNTY, FLORIDA

a political subdivision of the State of Florida

By: Barry A. Burton

Name: Barry A. Burton

Title: County Administrator

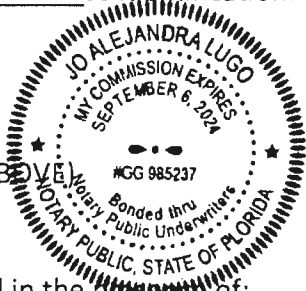
Address: 315 Court Street
Clearwater, FL 33756

Date: July 24 2024

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 June 2024, 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:

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 25 day of July, 2024.
KENNETH P. BURKE, Clerk of the Circuit Court Ex-Officio Clerk of the Board of County Commissioners, Pinellas County, Florida.

By: Diana Hoey
Deputy Clerk

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 18 day of June 2024, 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)

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

By: Michelle Detweiler

Name: Michelle Detweiler

Title: President/CEO

Address: 3190 Tyrone Boulevard North
St. Petersburg, FL 33710-2919

Date: 7/18/24

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

Name of Notary, typed, printed, or stamped
MY COMMISSION # HH 433613
EXPIRES: August 15, 2027