

THIRD AMENDMENT

This Amendment made and entered into this _____ day of _____, 2021, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as "County," and Tetra Tech Inc hereinafter referred to as "Contractor," (individually referred to as "Party", collectively "Parties").

WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement on March 12, 2021, pursuant to Pinellas County Contract No. 21-0271-LI (hereinafter "Agreement") pursuant to which the Contractor agreed to provide emergency rental assistance ("ERA") program administration for County to distribute ERA funds from the Consolidated Appropriations Act, 2021 ("ERA1"); and

WHEREAS, Section twenty-one (21) of the Agreement permits modification by mutual written agreement of the parties; and

WHEREAS, Exhibit A – Statement of Work of the Agreement stipulates that to the extent that the U.S. Treasury redistributes unspent funds from other grantees to the County or additional allocations from future congressional actions, Contractor will provide services to the County under a separate contract or amend this contract; and

WHEREAS, Pinellas County accepted additional emergency rental assistance funds from the American Rescue Plan Act of 2021 (ERA2), totaling \$24,395,835.40 via electronic submission through the U.S. Department of the Treasury (Treasury) portal on May 7, 2021; and

WHEREAS, initial funds of \$9,758,334.16 were received from the U.S. Department of Treasury for ERA2 with the balance of the total award of \$24,395,835.40 to be provided in subsequent payments based on achievement of defined milestones; and

WHEREAS, the American Rescue Plan Act of 2021 provides for an additional phase of rental assistance that extends the period of performance to September 30, 2025; and

WHEREAS, the Contractor intends to hire additional staff to meet program performance objectives and goals and has negotiated a lower rate with their subcontractor, Neighborly Software, to offset these additional staffing costs during the distribution of ERA2 funds; and

WHEREAS, the County and the Contractor now wish to modify the Agreement in order to extend applicant support and application review and processing for ERA funds allocated to the County under the Coronavirus Response and Relief Supplemental Appropriations Act *and* under the American Rescue Plan Act (ERA1 and ERA2, collectively "ERAP"), at the same rate, terms, and conditions through September 30, 2022;

NOW THEREFORE, the Parties agree that the Agreement is amended as follows (additions are underlined and deletions are ~~struck through~~):

1. Section 4, Term of Agreement; Subsection A, Initial Term, is amended as follows:

Initial Term. The term of this Agreement shall commence on the Effective Date and shall remain in full force through September 30, 2022 ~~December 31, 2021~~.

2. Section 5, Compensation and Method of Payment; Subsection B, is amended as follows:

The County agrees to pay the Contractor the not-to-exceed sum of \$3,483,774.20 ~~\$1,928,539.69~~ which equates to nine percent (9%) of the \$38,708,602.21 ~~\$21,428,218.80~~ award amount budgeted to provide emergency direct financial assistance, including rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing, for Services completed and accepted as provided in Section 15 herein if applicable, payable per Exhibit C. The not-to-exceed sum includes all reimbursable expenses or costs, to the extent that there are any.

3. Section 18. Notices is amended as follows:

- a. For County:

Pinellas County Housing and Community Development ~~Office of Management and Budget~~
440 Court Street, 2nd Floor ~~14 S. Ft. Harrison Ave.~~
Clearwater, FL 33567

Attn:

Bruce Bussey, Community Development Manager

Aubrey Phillips, Section Manager of Strategic Performance Management,

4. Exhibit A, Statement of Work is amended as follows:
 - a. Project Schedule. The period of performance for this award begins on the date hereof and ends on September 30, 2022. Contractor will work with the County to continue to refine the project schedule to monitor project progress and make mutually agreed upon adjustments as needed to ensure that 1) at least 65 percent of ERA1 funds are obligated before September 30, 2021; ~~and~~ 2) all ERA1 funds can be distributed to eligible households before December 31, 2021; and 3) at least 50% of ERA2 funds are obligated before March 31, 2022. Until all ERA1 funds are disbursed, assistance will paid first from ~~While the primary focus of the project schedule is to disburse ERA1 funds, with ERA2 funds should also being distributed during the project period only~~ to the extent that applicants do not or no longer qualify under ERA1.
 - b. Duration of Work/Period of Performance. The estimated project period of performance for this scope of work is through September 30, 2022~~December 31, 2021~~. The period of performance may be extended upon approval of a written amendment to this Agreement by both parties, which may result in an increase in the project timeline and/or budget.
 - c. Task 4, paragraph 2, sentence one: Contractor agrees to keep the application window open for all ERA applicants until July 31, 2022 ~~November 30, 2021~~ or until the County and Contractor mutually agree.
5. Exhibit C, Payment Schedule of the agreement is amended as reflected below:
 - a. Services provided under this contract will be used to administer Emergency Rental Assistance funds allocated to the County under the Consolidated Appropriations Act of 2021 *and* the American Rescue Plan Act, consistent with the following payment provisions. The not to exceed amount is increased from ~~of~~ \$1,928,539.69 to \$3,483,774.20 ~~remains unchanged~~ by this amendment.

I. COST AND PAYMENT

The not-to-exceed contract cap of \$3,483,774.20 ~~\$1,928,539.69~~ is based on nine percent (9%) of the total ~~grant amount awarded~~ (\$38,708,602.21) ~~(\$21,428,218.80)~~ budgeted for Emergency Rental Assistance through FY22. This total includes \$21,428,218.80 awarded to the County under the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and \$17,280,383.41 awarded to the County under the American Rescue Plan Act of 2021 to provide emergency direct financial assistance, including rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing. The fees for services under this contract will be based on:

1. ~~An initial software fee of \$296,536.27~~ ~~\$192,853.97~~ for full access and unlimited licensed use of Neighborly Software's ERAP software and client support services through ~~for~~ the duration of the project's period of performance¹; and
2. A firm fixed fee for Contractor-provided services of 8.1% for ERA1 and 8.4% for ERA2 of the rental assistance payments approved by Contractor and submitted to the County for payment to applicants each month².

Any amount in arrears for the ~~The initial software fee~~ will be due in full as a lump sum following execution of this ~~amendment. services agreement.~~ The amount due for Contractor-provided services will be billed to the County based on a report of the monthly applicant payment recommendations made to the County each month up to a cumulative amount equal to 8.1% for ERA1 and 8.4% for ERA2 of the total grant amounts (\$21,428,218.80 for ERA1 and \$17,280,383.41 for ERA2) budgeted for Emergency Rental Assistance through the period of performance (September 30, 2022) ~~awarded to the County under the Coronavirus Response and Relief Supplemental Appropriations Act of 2021.~~

¹ Full access and license to use Neighborly module, including any configurations or modifications done at the County's request in the event that the County needs to use the module itself, or in conjunction with an additional or different contractor(s) to meet the needs of the County.

² Applications reviewed and processed solely by the County will not be included in the report of monthly applicant payment recommendations made to the County.

In the event that applicant payment recommendations are determined to be incorrect after payment is issued, County will notify Contractor of such incorrect applicant payment recommendation, and any portion of the amount 8.4% billed to the County for such incorrect payment will be taken as a credit against any remaining invoices or amounts due to Contractor. In the event there are no remaining invoices or amounts due to Contractor, Contractor will refund such amounts to the County within 30 days of such notice.

The County agrees to approve funding per eligible household up to the maximum rental assistance and period allowed for in the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and American Rescue Plan Act of 2021. Furthermore, the County agrees to open payment for non-priority eligible applicants (as described in Task 9) within 30 days of the beginning of applicant intake. In the event this Agreement is terminated per Section 7 "Termination", the County shall reimburse Contractor 8.1% for ERA1 and 8.4% for ERA2 of the amounts requested by applicants who have ~~had applications partially processed by Contractor and files approved for payment by Contractor~~. The County would retain full access and license to use Neighborly Software's ERAP software, including any configurations or modifications done at the County's request in the event that the County needs to continue to use the module itself, or in conjunction with an additional or different contractor(s) to meet the needs of the County.

II. PERFORMANCE STANDARDS

- Contractor will target 100% of completion of tenant and landlord applications initial review within seven (7) calendar days from submission date and will not exceed a maximum of 14 calendar days from submission date.
- Contractor will submit a minimum of 125 applications per week to the County while maintaining an error rate of 5% or less.

- Contractor will review and work files in pending landlord information or pending tenant information within 5 ~~calendar~~ business days following response to request for information from applicant or tenant.

III. FINANCIAL REMEDY

Reduce the monthly invoice up to 3% if any of the following performance standards are not met for the period being invoiced:

- At least 500 applications are in paid or pending payment status for the month being invoiced.
- 100% of tenant or landlord submitted applications have received initial review within 14 calendar days from submission date.
- No applications in pending landlord or tenant information exceed 5 business ~~calendar~~ days from previous date reviewed. Measure will be evaluated based on a random sampling of 10% of cases in this status.

6. Except as changed or modified herein, all provisions and conditions of the original Agreement and any amendments thereto shall remain in full force and effect.

Each Party to this Amendment represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Amendment; (ii) each person executing this Amendment on behalf of the Party is authorized to do so; (iii) this Amendment constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

IN WITNESS WHEREOF the Parties herein have executed this Third Amendment as of the day and year first written above.

PINELLAS COUNTY, FLORIDA
by and through its Board of County
Commissioners

Chairman

CONTRACTOR:



Authorized Signature

Jonathan Burgiel
Printed Authorized Signature

Business Unit President
Title Authorized Signature

ATTEST:
KEN BURKE

Deputy Clerk

APPROVED AS TO FORM

By: Donald S. Crowell
Office of the County Attorney