

**FIRST AMENDMENT TO  
EMERGENCY SOLUTIONS GRANT PROGRAM  
SPECIFIC PERFORMANCE AGREEMENT (ESG17HEP)**

THIS AMENDMENT (AMENDMENT) is made and entered into this 6 day of June, 2019, by and between **Pinellas County (COUNTY)**, a political subdivision of the State of Florida, having its principal office at 315 Court Street, Clearwater, Florida 33756, and **Homeless Emergency Project, Inc., d/b/a Homeless Empowerment Program (AGENCY)**, a not-for-profit corporation organized under the laws of the State of Florida, having its principal office at 1120 North Betty Lane, Clearwater, Florida 33755:

WITNESSETH:

WHEREAS, on February 4, 2018, the **COUNTY** entered into Specific Performance Agreement **ESG17HEP (AGREEMENT)** with **AGENCY** to provide, through the Pinellas County Planning Department (DEPARTMENT), a pool of funds in the total amount of **\$118,154.80, (One Hundred Eighteen Thousand, One Hundred Fifty-Four and 80/100 Dollars)**; and

WHEREAS, the 2017-2018 Action Plan, approved by the Board in Resolution 17-37, identified funding be provided to **AGENCY** to assist eligible Homelessness Prevention and Rapid Re-Housing Program participants; and

WHEREAS, Federal Regulations require that FY17/18 ESG funds be 100% expended by October 19, 2019; and

WHEREAS, funds reserved for staff salaries for data entry into the Pinellas Homeless Management Information System (PHMIS) will not be fully expended before the expenditure deadline; and

WHEREAS, the unexpended funds must be transferred to the homeless prevention program rental assistance component in order to meet the expenditure deadline.

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 4. FUNDING, subsection b) shall be deleted and replaced with:

b) The maximum amount of pooled funds available to AGENCY to assist eligible program participants is a total of **\$120,369.58 (One Hundred Twenty Thousand, Three Hundred Sixty-Nine and 58/100 Dollars)** in ESG funding for the Project described in Section 1 (“Project Description”) of this AGREEMENT.

2. That Section 4. FUNDING, subsection (g) shall be deleted and replaced with:

COUNTY shall pay AGENCY, on a reimbursement basis only, for all allowable agreed upon expenses to complete the Project. Reimbursement will be provided only for costs that can be documented as being directly related to the Project, “including allowable indirect costs, if pre-approved in the award letter.” Project Budget shall consist of, and be limited to, the following expenditures, shown on the following page, and be documented in accordance with 2 C.F.R. Part 200.413 and 2 C.F.R. Part 200.414; however, the AGENCY may reallocate funds for allowable direct costs, or move funds between Project Budget line items as long as the net cost line item modification does not exceed ten percent (10.0%) of the total maximum funding amount under this AGREEMENT.

<b>Project Budget</b>		<b>Amount</b>
<b>Direct Costs:</b>		
	Financial Assistance:	\$84,799.58
	(Rental assistance, move-in costs, security deposits, utility deposits)	
	Fee Schedule:	
	Packaging and Delivery of Compliant/Approved CHAP Applicant File	\$24,000.00
	Case Management	\$9,000.00
	Inspection of Housing Units – Initial and Re-Inspections	\$2,570.00
<b>Subtotal:</b>		<b>\$120,369.58</b>
<b>Indirect Cost Rate:</b> (choose only one of the following, or insert “N/A” if not requesting reimbursement for indirect costs)		
	___ % Federally Negotiated Rate	N/A
	10% de Minimis rate of Modified Total Direct Costs (MTDC)	N/A
<b>TOTAL:</b>		<b>\$120,369.58</b>

3. That Section 5. SPECIFIC GRANT INFORMATION, subsections (f), (g), (h) and (n) shall be amended and replaced with the following:

(f)	Amount of Federal Funds Obligated by this Action ( <i>"by the pass-through entity to the subgrantee"</i> )	A pool of funds totaling \$120,369.58
(g)	Total Amount of Federal Funds Obligated to Subgrantee ( <i>"by the pass-through entity including the current obligation"</i> ) including other SPA's	A pool of funds totaling \$120,369.58
(h)	Total Amount of the Federal Award ( <i>"committed to the subgrantee by the pass-through entity."</i> )	A pool of funds totaling \$120,369.58

(n)	Amount Made Available Under Each Federal Award	\$120,369.58
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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, 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/Christine Covais  
\_\_\_\_\_  
Witness #2 Signature


Christine Covais  
\_\_\_\_\_  
Print or Type Name

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

By:   
Barry A. Burton, County Administrator

Date: June 6, 2019

**APPROVED AS TO FORM**  
**OFFICE OF COUNTY ATTORNEY**

By:   
Chelsea D. Hardy, Assistant County Attorney

ATTEST:

**AGENCY: Homeless Emergency Project, Inc., d/b/a**  
**Homeless Empowerment Program**

  
Witness #1 Signature

Barbara Green  
Print or Type Name

  
Witness #2 Signature

Kathy Prossick  
Print or Type Name

By:   
Signature

E. Ashley Lowery / President & CEO  
Name/Title

Date: 06.04.2019