

SUBRECIPIENT FUNDING AGREEMENT
WITH PINELLAS COMMUNITY FOUNDATION
SECOND AMENDMENT

THIS SECOND AMENDMENT, effective upon the date executed below, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter called the "**COUNTY**," and Pinellas Community Foundation, a public charitable foundation established by Trust Agreement Dated January 1, 1969, as may have been amended from time to time, whose address is 17755 US Highway 19 North, Suite 150, Clearwater Florida 33764, hereinafter called the "**AGENCY**." The Parties hereby amend the SUBRECIPIENT FUNDING AGREEMENT (Agreement) between the **COUNTY** and **AGENCY** dated August 10, 2020, and first amended on January 29, 2021, as follows:

WITNESSETH:

WHEREAS, the novel coronavirus and its associated disease (COVID-19) poses an ongoing Public Health Emergency, causing many individuals and families to find themselves in precarious financial situations within Pinellas County, requiring continued access to critical services addressing food insecurity, housing insecurity, and behavioral health challenges; and

WHEREAS, the **AGENCY** is currently assisting the **COUNTY** in providing expanded services within the community under the Pinellas CARES Nonprofit Partnership Fund with competitively awarded service grants to nonprofits in the community to implement services through executed subawards; and,

WHEREAS, the timing of the initial award period was not sufficient to expend all of the subaward funds by December 30, 2020; and,

WHEREAS, the expiration of the federal Coronavirus Aid, Relief, and Economic Security Act funding that has supported the subaward programs has been extended under the Consolidated Appropriations Act, 2021 through December 31, 2021; and,

WHEREAS, the **COUNTY** and **AGENCY** wish to amend the Agreement to allow additional time for existing subawardees to complete the delivery of contracted services and closeout funded programs.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Recitals.

The above “WHEREAS” clauses are incorporated into and are made a part of this Agreement.

2. Section 2., “Specific Grant Information.” Subsections (v), (vi), and (vii) are hereby amended to read:

(v) Subaward Period of Performance Start and End Date: **Upon Execution to 8/31/2021**

(vi) Amount of Federal Funds Obligated by this Action by the Pass Through-Entity to the Subrecipient: **\$18,216,716.57 One Time Total**

(vii) Total Amount of Federal Funds Obligated to the Subrecipient by the Pass Through-Entity Including the Current Obligation: **\$18,216,716.57**

3. Section 3, “Scope of Services.” Subsection a) is hereby amended to read:

a) **AGENCY** will administer up to **\$17,884,716.57** to assist nonprofit agencies with delivering priority services in response to COVID-19 related impacts to eligible Pinellas County residents in accordance with the CARES Act. **AGENCY** will be reimbursed for direct costs as specified in Section 5.

4. Section 3, “Scope of Services.” Subsection f) v. is hereby amended to read:

f) v. Agreements may allow for reimbursement of approved costs associated with

COVID-19 response and service delivery on or after March 1, 2020, through August 27, 2021, beyond what an organization had budgeted at the beginning of their fiscal year, as awarded and approved. **GRANTEES** shall demonstrate these expanded service costs and shall attest to accuracy, non-supplanting of remaining service funds, that the services are not otherwise reimbursable by a different federal source, and that they are a result of COVID-19 impacts to the community in compliance with the CARES Act.

5. Section 4, “Term of Agreement.” is hereby amended to read:

The services of the **AGENCY** will commence upon execution and the agreement will expire on August 31, 2021. A Closeout period will remain in force as needed and provided in Section 13. This Agreement may be renewed based on the expiration of the initial term, by mutual agreement of the parties in writing. This option shall be exercised only if all terms and conditions remain the same.

Services performed by **GRANTEES** awarded through this Agreement may be compensated retroactively to March 1, 2020 through August 27, 2021 in compliance with the CARES Act as awarded and approved. Retroactive compensation must have been incurred due to COVID-19 response and demonstrated per Section 3. (f) v. Programs must have all approved work completed and documentation submitted by August 27, 2021 to be eligible for reimbursement under this program.

6. Section 5, “Compensation.” Is hereby amended to read:

AGENCY shall be reimbursed for direct costs associated with administration of

the competitive program not to exceed Three-Hundred Thirty-Two Thousand and no/100 Dollars (\$332,000.00). Administration includes, solicitation and award of programs, execution and management of agreements, administration of fund disbursement and tracking, technical assistance, monitoring, reporting, and Closeout. **AGENCY** shall maintain a Budget Plan (APPENDIX 3) for anticipated costs. **COUNTY** will remit payment to **AGENCY** within 14 days of receipt of invoice. Budget Plan or operational modifications that do not result in an increase of funding, change the purpose of this Agreement, or otherwise amend the terms of this Agreement shall be submitted in the format prescribed and provided by the **COUNTY** without the need to amend this Agreement. Any changes that increase costs must be in writing and in an amendment to this Agreement.

7. Section 6., “Pinellas CARES Nonprofit Assistance Pool.” Subsections a) and b) are hereby amended to read:

a) The **COUNTY** agrees to allocate an amount not to exceed **Seventeen Million, Eight Hundred Eighty-Four Thousand, Seven Hundred Sixteen Dollars and 57/100 Cents (\$17,884,716.57)** as a pool of funding for the **AGENCY** to administer the Program and services described in Section 3 of this Agreement.

b) The **AGENCY** will receive an advance in the amount of Seven-Million Five-Hundred Thousand no/100 Dollars (\$7,500,000.00) from the funding pool to commence the program and disburse approved awards to **GRANTEES**. This advance from the pool will be held separately from any other funding and disbursed as set forth in Section 3 of the agreement. The **AGENCY** will provide a method to report and demonstrate the advanced pool balance and location three (3) times per week and upon request. The **AGENCY** must submit bi-weekly invoices with supporting documentation of pool disbursement to programs, expenditures, and services

to replenish the pool and for administrative charges as reflected in Section 5. Invoices may be submitted more frequently at weekly intervals as necessary to ensure pool funding availability and effective program operation. The COUNTY shall continue to reimburse the AGENCY for awards to GRANTEES until the COUNTY deems the program to be coming to a closure. AGENCY will then continue to submit separate invoices for awards to GRANTEES but will draw down against the advanced pool until it is extinguished, or the program is terminated. In the event that any part of the awarded funds is not spent and has been provided to AGENCY by COUNTY, the AGENCY will refund the un-awarded and un-spent funds to the COUNTY by August 31, 2021. AGENCY will require reimbursement of all unspent funds awarded to GRANTEES be refunded to the AGENCY to comply with this section.

8. Section 13. "Closeout." Subsections a), b), and d) hereby amended to read:

a) Upon termination in whole or in part, the parties hereto remain responsible for compliance with the requirements in 2 C.F.R. Part 200.343 (Closeout), 2 C.F.R. Part 200.344 (Post-closeout adjustments and continuing responsibilities), and guidance established by US Treasury Department or its authorized representative for the program.

b) All program reconciliation, closeout, and final grant reporting must be completed with reimbursement submitted to the COUNTY by August 31, 2021.

c) < no change >

d) All un-awarded or un-spent funds will be identified for reimbursement to the COUNTY by the AGENCY by August 31, 2021.

9. Except as herein provided, all other terms and conditions of the Agreement remain in full force and effect.

The Remainder of this Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year written below.

PINELLAS COUNTY, FLORIDA, by and through its Director of Admin. Services

By: Joe Lauro Dir Admin Svs
Joe Lauro

Date: 8/16/2021, 2021

Pinellas Community Foundation

By: Duggan Cooley
Duggan Cooley
CEO

Date: _____, 2021

APPROVED AS TO FORM

By: Matthew Tolnay
Office of the County Attorney