

HUMAN SERVICES FUNDING AGREEMENT
PERMANENT SUPPORTIVE HOUSING AND SAFE HAVEN
SECOND AMENDMENT
Legistar ID Number: 25-1974A

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 **BOLEY CENTERS, INC.**, a non-profit Florida corporation, whose address is 445 31st Street North, St. Petersburg, FL 33713, hereinafter called "**AGENCY**." The Parties hereby amend the Human Services Funding Agreement between the **COUNTY** and **AGENCY** dated August 23, 2022, and first amended March 28, 2023, as follows:

WITNESSETH:

WHEREAS, the **COUNTY** recognizes that the **AGENCY** is providing an essential service within the community; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) issued new guidance in 2025 limiting available funding for permanent housing programs; and

WHEREAS, the **COUNTY** is committed to ensuring that Pinellas's most vulnerable residents with a history of chronic homelessness are connected to safe, stable permanent housing through timely, coordinated, and low-barrier processes that are responsive to diverse client needs; and

WHEREAS, the Pinellas Continuum of Care (CoC) administers a coordinated homeless response system across the geographic area, and is grounded in principles that endorses efficient service delivery, client choice, and individualized planning to promote long-term housing stability; and

WHEREAS, the **COUNTY** and **AGENCY** remain jointly committed to implementing service approaches that align with HUD expectations, enhance system performance, and support

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improved housing outcomes for residents; and

WHEREAS, the **COUNTY** desires to utilize a portion of the funds available out of Pinellas County's General Fund to assist Permanent Supportive Housing (PSH) services to limit impacts on other essential support services and systems.

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

1. The above “WHEREAS” clauses are incorporated into and are made a part of this Agreement.
2. Section 4, “Compensation”, is hereby amended and restated in its entirety as follows:
 - a. **COUNTY** agrees to pay the **AGENCY** an amount not to exceed \$703,362.45 per fiscal year for the services described in Section 2 of this Agreement.
 - b. **COUNTY** agrees to pay the **AGENCY** an additional amount up to \$907,510.00 within fiscal year 2026 for the services described in Section 2 of this Agreement. **AGENCY** shall submit a budget for **COUNTY** approval prior to commitment or spenddown of funds.
 - i. **COUNTY** shall act as the payor of last resort for services provided under these additional funds. **AGENCY** shall continue to seek alternative sources of funding to maintain operations. If any of the services funded under this Amendment are later recoverable by HUD or another similar funding source or payor, the **COUNTY** may reduce this funding or require the **AGENCY** to repay the **COUNTY** for reimbursable costs.
 - c. All requests for reimbursement payments shall consist of an invoice for the monthly amount accompanied by documentation including the cost of services

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provided, invoices, receipts, and/or copies of time slips or pay stubs which verify the services for which reimbursement is sought, signed by an authorized **AGENCY** representative.

- d. Invoices shall be sent electronically to the Contract Manager, as designated by the **COUNTY**, in a method prescribed by the **COUNTY**, on a quarterly basis within thirty (30) calendar days of the end of the quarter that reimbursement is being requested. The **COUNTY** shall not reimburse the **AGENCY** for any expenditures in excess of the amount budgeted without prior approval or notification. To meet fiscal year deadlines, County fiscal year-end (September-Fourth Quarter) invoicing due dates may be shortened as necessary to meet fiscal year deadlines or grant requirements and/or as mutually agreed by the Parties.
- e. The **AGENCY** shall provide services throughout the full term of this agreement unless services are part of a pre-approved seasonal or time-limited program. In the event the **AGENCY** is unable to provide services and/or draw down funding per this Agreement for two (2) or more consecutive months, the **COUNTY**, in its sole discretion, may reduce the total award by a prorated amount based upon the amount of time the services have lapsed.
- f. The **COUNTY** shall reimburse the **AGENCY** in accordance with the Local Government Prompt Payment Act, within 45 days of the **COUNTY** receipt of a proper invoice including required documentation. The **COUNTY** will notify the **AGENCY** when the required documentation and/or reports are incomplete. The **COUNTY** may withhold payment for unvalidated amounts and short pay

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the undisputed payment amount until such time as the **COUNTY** accepts the remedied documentation and/or reports.

- g. Travel reimbursement expenses shall be reimbursed in alignment with State of Florida Travel Guidelines Florida Statutes Section 112.061 unless the **AGENCY** travel policy reimburses at a lower rate. If the **AGENCY** travel policy is at a lower rate, reimbursement will be based on the lower rate. The **AGENCY** shall submit a copy of travel policy within thirty (30) calendar days of this Agreement and within any subsequent revisions during the term of this Agreement.
- h. Any funds expended in violation of this Agreement or in violation of appropriate federal, state, and county requirements shall be refunded in full to the **COUNTY**. If this Agreement is still in force, future payments may be withheld by the **COUNTY**.
- i. Program Generated Income (PGI) resulting from services provided under this Agreement shall be reinvested into this program. The **AGENCY** shall track program income generated from services provided under this Agreement and provide a report on program income to the **COUNTY** with each invoice submission. The **AGENCY** shall reinvest the program income into the program as approved by the **COUNTY**. The **AGENCY** shall maintain records of reinvestment. The **AGENCY** shall provide the **COUNTY** with PGI policies, reinvestment documentation, and fee schedules, as requested.
- j. Any failure to keep PSH units online may lead to a prorated reduction in the monthly contract reimbursement amount based on the number of units offline

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and the number of units funded by the **COUNTY**, at the sole discretion of the Human Services Director or his/her designee, until such time that the units are available.

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

SIGNATURE PAGE FOLLOWS

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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 County Board of
County Commissioners

By: _____

Date: _____, 2026

BOLEY CENTERS, INC., a non-profit
Florida Corporation

By: Kevin Marrone
Kevin Marrone, President/CEO

Date: December 22, 2025

APPROVED AS TO FORM

By: Cody J. Ward
Office of the County Attorney