

FIRST AMENDMENT

This Amendment is made and entered into this 16th day of July, 2024, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as "County," and Homeless Emergency Project, Inc. DBA Homeless Empowerment Program, FL hereinafter referred to as "Contractor," (individually referred to as "Party", collectively "Parties").

WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement on October 11, 2022, pursuant to Pinellas County Contract No. 22-0215-P (hereinafter "Agreement") pursuant to which the Contractor agreed to provide Emergency Shelter and Case Management and related supportive services for County; and

WHEREAS, Section 25 ("Amendment") of the Agreement permits modification by mutual written agreement of the parties; and

WHEREAS, the County and the Contractor now wish to modify the Agreement in order to provide for an additional ten (10) Emergency Shelter Bed units and an increase to the contract value, at the same prices, terms, and conditions;

NOW THEREFORE, the Parties agree that the Agreement is amended as follows:

1. Exhibit A ("Scope of Work"), section II ("Program Services & Procedures"), subsection 1(a), is revised to reflect an increase to the minimum number of Emergency Shelter Bed units from thirteen (13) to twenty-three (23).
2. Exhibit C Payment Schedule is hereby deleted in its entirety and replaced with Exhibit C – Payment Schedule, attached hereto.
3. Section 6 ("Compensation and Method of Payment"), subsection B ("Spending Cap and Payment Structure") is revised to reflect an increase in the amount of \$800,000.00 for a new total not to exceed amount of \$1,700,000.00, and a revised annual expenditure not to exceed \$700,000.00
- 4.. 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 First Amendment as of the day and year first written above.

Pinellas County, a political subdivision of the State of Florida:

Kathleen Peters
Signature

Kathleen Peters
Printed Name

Chair
Printed Title

July 16, 2024.
Date

ATTEST: KEN BURKE, CLERK
By: *Ken Burke*



Contractor:

E. Ashley Lowery
Signature

E. Ashley Lowery
Printed Name

President & CEO
Printed Title

June 11, 2024
Date

APPROVED AS TO FORM
By: Keiah Townsend
Office of the County Attorney

EXHIBIT C - PAYMENT SCHEDULE – REVISED

	ANNUAL COST			
	Year 1	Year 2	Year 3	Total Three (3) Year Amount
Total Program Cost				
One (1) FTE Case Coordinator and (13) Family Units (as described in RFP)	\$300,000.00	\$700,000.00	\$700,000.00	\$1,700,000.00

OPTIONAL SERVICES	Year 1	Year 2	Year 3
Additional (1) FTE Case Coordinator	\$44,928.00	\$46,276.00	\$47,664.00
Additional (5) Family Emergency Shelter Units	\$196,200.00	\$196,200.00	\$196,200.00
Single Shelter Unit – Mixed	N/A	\$39,240.00	\$39,240.00
Total Optional Services Annual Contract Amount	\$241,128.00	\$281,716.00	\$283,104.00

OPTIONAL SERVICES	Monthly	Weekly
Single Shelter Unit – Mixed	\$3,270.00	\$817.50

Optional Additional Service Buy-In for Municipalities and other funders

The County agrees to reimburse the Contractor the following during the term of this Agreement:

- A. An amount not to exceed the fee schedule above for the term of the agreement, for staff and operational expenses for administering the Program. The Contractor shall request reimbursement from the County on a monthly basis via invoice. The invoice shall be submitted concurrently with invoices from any additional operational contracts between the Contractor and the County. All requests for reimbursement payments shall consist of a cover letter requesting payment, signed by an authorized Contractor representative and include supporting documentation including the cost of services provided, invoices, receipts and copies of time slips or pay stubs which verify delivery of the services for which reimbursement is sought.
- B. Program expenditures are not to exceed the annual budget totals. At the start of each fiscal year, Contractor shall provide an updated Annual Budget and Operational Narrative for Staff and Operations expenditures for the fiscal year and shall have procedures in place to ensure availability of services throughout the fiscal year within the approved budget. (ATTACHMENT 7)