

HUMAN SERVICES FUNDING AGREEMENT
Second Amendment

THIS AGREEMENT (Agreement), effective upon the date executed below, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter called the "**COUNTY**," and **CATHOLIC CHARITIES DIOCESE OF ST. PETERSBURG, INC.**, a non-profit Florida corporation, whose address is 1213 16th Street North, Saint Petersburg, FL 33705, hereinafter called the "**AGENCY**."

WITNESSETH:

WHEREAS, the **COUNTY**'s support of the Pinellas Hope Project began in 2007 as a pilot project to address the problem of a significantly increasing homeless population living within Pinellas County during the winter months of the year; and

WHEREAS, the Pinellas Hope Project successfully provides temporary housing, employment opportunities, access to health care and various other homeless services in a manner that is beneficial to both the **COUNTY** and to the homeless population living within Pinellas County; and

WHEREAS, the **COUNTY** desires to utilize a portion of its available funds to assist organizations that provide these sorts of beneficial community services within Pinellas County; and

WHEREAS, the **COUNTY** believes that continued funding of this program will allow for a more robust and far reaching level of assistance to the growing homeless population in Pinellas County; and

WHEREAS, providing an adequate shelter location for the homeless in Pinellas County serves the public interest by augmenting the safety, health, and general welfare of the citizens of Pinellas County; and

HUMAN SERVICES FUNDING AGREEMENT
Second Amendment

WHEREAS, the **AGENCY** is a licensed and bona fide non-profit corporation open to the public and dedicated to a worthy public purpose and is providing an essential service within the community and has demonstrated the need for financial assistance.

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

1. Section 1 “Scope of Services” is hereby amended to add:
 - a. The **COUNTY** shall provide funding to the **AGENCY** for an emergency access fire road required to permit the completion of 50 additional Hope Cottages. The emergency access fire road must be completed on or before September 30, 2017, to be eligible for reimbursement.
2. Section 3 “Compensation” is hereby amended as follows:
 - a. The **COUNTY** agrees to pay the **AGENCY** an additional amount not to exceed **THIRTY FIVE THOUSAND EIGHT HUNDRED FIFTY and NO/00 DOLLARS (\$35,850.00)** in the fiscal year dated October 1, 2016, through September 30, 2017, for the construction of an emergency access fire road at Pinellas Hope.
 - b. Reimbursement payments shall be made quarterly and the **COUNTY** shall forward reimbursement payments to the **AGENCY** for services. Reimbursement requests shall be signed by an authorized **AGENCY** representative, and accompanied by documentation including the cost of services provided, invoices, receipts, or copies of time slips or pay stubs which verify the services for which reimbursement is sought, where applicable. Invoices shall be sent electronically to the Contract Manager on a quarterly basis within forty-five (45) days of the end of the quarter. Invoicing due dates may be shortened as necessary to meet fiscal year deadlines or

HUMAN SERVICES FUNDING AGREEMENT

Second Amendment

grant requirements. The **COUNTY** will not reimburse the **AGENCY** for any expenditures in excess of the amount budgeted without prior approval or notification.

- c. The **COUNTY** shall reimburse to the **AGENCY** in accordance with the Florida Prompt Payment Act upon receipt of invoice and required documentation. When the required documentation and/or reports are incomplete or untimely, the **COUNTY** may withhold payment until such time as the **COUNTY** accepts the remedied documentation and/or reports.
 - d. 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 shall be withheld by the **COUNTY**.
3. Except as herein provided, all other terms and conditions of the Agreement remain in full force and effect.

[Signature Page Follows]

HUMAN SERVICES FUNDING AGREEMENT
Second Amendment

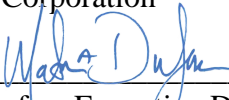
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year written below.

PINELLAS COUNTY, FLORIDA, by and through its County Administrator

By:  _____
Mark Woodard

Date: March 14, 2017

CATHOLIC CHARITIES DIOCESE OF ST. PETERSBURG, INC., a non-profit Florida Corporation

By:  _____
Mark Dufva, Executive Director

Date: February 15, 2017

APPROVED AS TO FORM

By:  _____
Office of the County Attorney