

FIRST AMENDMENT TO SERVICES AGREEMENT

This First Amendment to Service Agreement (this “Amendment”), is made and entered into on this _____ day of _____, 2023 (the “Effective Date”) by and between the CITY OF CLEARWATER, a municipal corporation of the State of Florida (the “City”) and PINELLAS COMMUNITY FOUNDATION, CLEARWATER, FL., a public charitable foundation established by Trust Agreement Dated January 1, 1969, as may have been amended from time to time (“Contractor”)(the City and Contractor are collectively herein referred to as the “Parties”).

WITNESSETH:

WHEREAS, a total of Twenty Two Million Four Hundred Eighty-Three Thousand Eight Hundred Ninety-Three Dollars and 00/100 Cents (\$22,483,893.00) of American Rescue Plan Act (“ARPA”) Local Fiscal Recovery Funds was received by the City in two equal tranches on May 19, 2021 and June 6, 2022; and

~~WHEREAS, Pinellas County procured a non-competitive contract with the Contractor pursuant to 2 CFR 200.320(C)(5) to administer ARPA grant funding to organizations for ARPA Nonprofit Capital Project Fund services~~ Clearwater City Council allocated the aforementioned total of Twenty Two Million Four Hundred Eighty-Three Thousand Eight Hundred Ninety-Three Dollars and 00/100 Cents (\$22,483,893) to fiscal 2022 General Fund operations as revenue recovery, while also allocating available General Fund reserves, or “ARPA-related” funds to various projects and programs on August 4, 2022; and

~~WHEREAS, the City recognizes the Contractor has unique expertise in designing and administering grants and is an appropriate subrecipient of the City’s allocation of ARPA-related funds; and~~

WHEREAS, on ~~August 4~~November 3, 2022, Clearwater City Council authorized One Million Dollars and 00/100 Cents (\$1,000,000.00) of its ARPA-related funds to be administered by Contractor to distribute funding to organizations capable of delivering emergency services to Clearwater residents in need of housing and social service needs with said authorization of funds memorialized in that certain Services Agreement dated December 21, 2022 (the “Original Agreement”); and

WHEREAS, the City recognizes that Contractor has unique expertise in designing and administering grants and is an appropriate subrecipient of the City’s allocation of ARPA-related funds; and

WHEREAS, the Parties wish to amend the Original Agreement to clarify that the funds awarded to Contractor are not true ARPA funds but are ARPA-related funds and to ~~further~~also amend the Original Agreement to allow Contractor to draw project funds upon execution of contracts with subrecipients; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the ~~s~~Services as set forth in the Original Agreement and this Amendment thereto; and

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms, and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. The recitations set forth above in the WHEREAS clauses are true and correct and are incorporated herein by this reference.
2. The Parties agree to amend Exhibit “A” and “C” of the Agreement to read as follows:

AMENDED EXHIBIT “A” - SCOPE OF WORK

The City of Clearwater received its allocation of the American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Fund (SLFRF) in two equal tranches on May 19, 2021 and June 6, 2022. On ~~August 4~~ ~~November 3~~, 2022, the Clearwater City Council approved use of the full ARPA allocation for fiscal 2022 General Fund operations, along with a Spending Plan for the ARPA-~~related~~ funds. The Spending Plan includes ~~the~~ One Million Dollars and 00/100 Cents (\$1,000,000.00) of ARPA-related funds to be distributed by Pinellas Community Foundation to organizations capable of delivering emergency services to Clearwater residents in need of housing and social service needs. Up to Two Hundred and Fifty Thousand Dollars and 00/100 Cents (\$250,000.00) of the ~~above~~ One Million Dollars and 00/100 Cents (\$1,000,000.00) ~~mentioned above~~ may be used to assist residents of Capri Mobile Home Park facing eviction.

This Agreement is for services to administer the Project Fund on behalf of the City. As used in the Agreement, the term Contractor is the subrecipient and this Agreement is intended to reflect the structure within which the Contractor must perform the duties outlined in this Scope of Work. The Contractor is responsible for the acceptance and maintenance, disbursement, accounting, and reporting of the Project Fund during the period of the agreement, which will be from the time the agreement is signed until December 31, 2026, with the option for extension.

1. DELIVERABLES:

- a. The Contractor will, within thirty (30) days from the effective date, design and begin administration of the Project Fund on behalf of the City to provide funding to organizations capable of delivering emergency services to Clearwater residents in need of housing and social service needs.
- b. Create a competitive process to distribute the funds in such a way as to maximize the positive impact to Clearwater residents.
- c. Contractor shall allocate the Project Fund to organizations capable of delivering emergency services to Clearwater residents in need of housing and social service needs. Contractor will be entitled to reimbursement of direct administrative costs incurred by Contractor; however, the amount of administrative costs reimbursed to Contractor shall not exceed 10% of funds expended.
- d. Contractor shall create a competitive selection process and disburse said funds to qualified applicants (“Grantees”) using a selection process which prioritizes the effective solutions to Clearwater residents in need of housing and social service

needs. There will be no appeal process available for an applicant who is denied an award or given a partial award.

- e. Within seven (7) days of the completion of the Project Fund design, Contractor must publicly advertise the Project Fund and the competitive solicitation for the Project Fund to organizations capable of delivering emergency services to Clearwater residents in need of housing and social service needs and shall facilitate appropriate public access to award decision meetings.
- f. Prior to Contractor issuing notice of award to Grantees, Contractor will provide the award recommendations consisting of a summary and funding amounts to the City. Within 48 hours of receipt of the award recommendations, the City will provide verification to Contractor that the recommended Grantees are not prohibited from contracting with the City and that Contractor may proceed to contracting with recommended Grantees.
- g. Contractor will include representation as determined by the Economic Development and Housing Director on the evaluation committee performing the rank and review of submitted applications.
- h. Contractor will clearly identify the Grantees of awards as [a-beneficiaries](#) of the Project Fund.
- i. Upon receiving verification from the City, the Contractor will promptly, but not later than thirty (30) days after evaluation, execute an award agreement with the Grantees and will coordinate necessary funding for projects to commence.
- j. Contractor must maintain on their public website, information on the award committee, awarded projects, and progress of the Project Fund.
- k. Contractor must ensure award agreements are sufficient to effectively monitor compliance and deliver capital projects consistent with the City's objectives set forth herein. This includes, but is not limited to:
 - i. Grantees must be required to submit documentation to the Contractor to support expenditures. Additional reporting and documentation may be requested by the City as needed.
 - ii. Agreements may allow for pre-payment and/or reimbursement of Contractor approved costs associated with Grantee activities from date of award provided that all activities are completed not later than December 31, 2026. Grantees must demonstrate these expenditures and must attest to the accuracy of project costs; that the project costs are not otherwise reimbursable by a different source; and that they are to address housing and social service needs contributing to negative economic impact to the Grantee.
 - iii. Contractor must require Grantees to identify and budget for all future perpetual costs associated with proposed project and identify source(s) of future non-City revenues to cover costs for ongoing needs. Grantee budgets submitted which have unidentified source(s) of revenue or include City revenue as part of ongoing future costs are ineligible for funding.
 - iv. Contractor must require Grantees to have the administrative capacity to effectively

manage and deliver service, maintain records, and provide reporting and accurate invoice reconciliation. The Contractor must verify the administrative capacity of an organization or must facilitate all services necessary for compliance.

- v. Contractor must work with Grantees to establish benchmarks and/or deliverables that demonstrate project completion within the timeframes required herein.
- vi. Contractor agreements with Grantees must require Grantee reimbursement to City of all unspent or improperly spent funds awarded to Grantees.
- vii. Contractor will provide ~~a~~ final Grantee award agreement template to the City for review and approval of language. City's review and approval of such language is not a waiver by the City of any responsibility of the Contractor.
- l. Contractor must provide the City with monthly reporting on updates received from the Grantees on progress, expenditures, and detail on awarded projects. Contractor will determine reporting schedule for Grantees based upon scope of project.
- m. Contractor must maintain detailed accounting and tracking of expenditure levels for regular reporting to the City including amount advanced to each Grantee, including amount invoiced, and balance of advance remaining.
- n. Contractor must monitor award compliance and progress in delivering projects by the deadlines and guidance required herein.
- o. Contractor must provide City with a list of all awarded and non-awarded proposals received and copies of all proposals and agreements resulting from this program.
- p. Contractor must participate in update meetings not less than quarterly with City representatives to review program progress and operation. Contractor and [the](#) City will work to determine ongoing meeting frequency based upon volume of work and need.
- q. Contractor must maintain a public-facing website advertising the City of Clearwater ~~ARPA~~ funding assistance.
- r. Contractor must provide an online application portal for receipt of applications.
- s. Contractor must provide full accounting of fund disbursement.
- t. Contractor must return unspent funds to the City within thirty (30) days of termination of the Agreement.
- u. Contractor must provide quarterly Project and Financial reports to the City's Economic Development and Housing Department Director.
- v. Contractor must provide quarterly performance reports to the City to track benchmarks and/or deliverables as specified above.
- w. Contractor must ensure award agreements are sufficient to effectively monitor Grantee compliance.

AMENDED EXHIBIT “C” - PAYMENT SCHEDULE

~~Thereafter, the Contractor will submit to City monthly invoices for reimbursement of Project Fund expenses incurred by Grantee. Direct administrative costs paid to Contractor shall be on a reimbursement basis and shall not exceed 10% of funds expended~~

The City will provide One Hundred Thousand Dollars and 00/100 Cents (\$100,000.00) to Contractor within thirty (30) days of the effective date of this Agreement. These funds shall be used as a revolving fund to pay Project Fund expenses while waiting for reimbursement from the City for documented Grantee expenses.

Thereafter, upon Contractor entering into an agreement with an eligible Grantee, Contractor shall timely submit an invoice to the City requesting funding in amount not to exceed the grant amount agreed to between Contractor and said Grantee. Upon Contractor receiving the requested ~~such~~ funding from the City, Contractor shall on the first of every month thereafter provide the City with a report indicating the amount of funding that has been provided to a-Grantees and clearly specifying how and for what purpose such funds have been expended.

Contractor shall also invoice the City on the first of each month for direct administrative costs related to managing Contractor’s agreements with Grantees. However, the City shall only reimburse Contractor’s direct administrative costs in an amount up to ten percent (10%) of the funds expended by Contractor under its agreements with Grantees.

When total expenditures to Grantees and reimbursement to Contractor for administrative costs reach One Million and 00/100 Dollars (\$1,000,000.00), the Project Fund shall terminate. If all funds are not expended by December 31, 2026, the Project Fund and this Agreement shall terminate and Contractor shall return all remaining, unspent funds to City within sixty (60) days thereafter.

3. In the event of any conflict or ambiguity between the terms and provisions of this Amendment and the Original Agreement, the terms and provisions of this Amendment shall control to the extent of any such conflict or ambiguity.
4. All other terms and conditions of the Original Agreement shall remain in full force and effect unless expressly amended herein.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment under seal as of the day and year above written.

Pinellas Community Foundation,
A public charitable foundation.

Attest:

By: _____

Print Name: _____

Print Name: _____

Print Name: _____

Title: _____

City of Clearwater, Florida,
a Florida municipal corporation.

Brian J. Aungst, Sr.
Mayor

Jennifer Poirrier
City Manager

Approved as to Form:

Matthew J. Mytych, Esq.
Assistant City Attorney

Attest:

Rosemarie Call
City Clerk