

HUMAN SERVICES CABHI FUNDING AGREEMENT
With WestCare Gulfcoast-Florida, Inc.
FIRST RENEWAL AND SECOND AMENDMENT
Legistar: 23-1489A

THIS FIRST RENEWAL AND SECOND AMENDMENT, is effective upon the date executed below, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "**COUNTY**", and **WESTCARE GULF COAST-FLORIDA INC.**, a non-profit Florida corporation, whose address is 8800 49th Street North, Suite 402, Pinellas Park, Florida 33782, "**AGENCY**". The Parties hereby renew the CABHI Funding Agreement (Agreement) between the **COUNTY** and **AGENCY** dated September 22, 2022, and subsequently amended on February 20th, 2023.

WITNESSETH:

WHEREAS, the **COUNTY** desires to utilize a portion of the funds available out of Pinellas County's General Fund to assist social service agencies within Pinellas County; and

WHEREAS, the **COUNTY** is committed to both enhancing the delivery of human services and increasing citizen access to those services; and

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

WHEREAS, the **COUNTY** received a Federal Grant Award from the Substance Abuse and Mental Health Services Administration (SAMSHA) from September 30, 2016 – September 29, 2020, in partnership with **AGENCY** and other community stakeholders for the Cooperative Agreement to Benefit Homeless Individuals (CABHI Program) and the **COUNTY** desires to continue the CABHI Program.

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. This Agreement is hereby renewed pursuant to Section 2 “Term of Agreement” thereof, effective October 1, 2023, and continuing for a period of 24 months from that date unless terminated or cancelled as provided therein. Services provided by **AGENCY** beginning October 1, 2023, shall be reimbursable under this Agreement.
3. Section 14, “Cancellation” is hereby renamed “Termination” and amended and restated as follows:
 - a. Either party may cancel this Agreement without cause by giving thirty (30) days prior notice to the other party in writing of the intention to cancel.
 - b. Failure of the **AGENCY** to comply with any of the provisions of this Agreement shall be considered a material breach of the Agreement. Where the **COUNTY** determines that a material breach can be corrected, the **AGENCY** shall be given thirty (30) days to cure said breach. If the **AGENCY** fails to cure, or if the breach is of the nature that the **COUNTY** has determined cannot be corrected, or that the harm caused cannot be undone, the **COUNTY** may immediately terminate this Agreement, with cause, upon notice in writing to the **AGENCY**.
 - c. In the event sufficient budgeted funds are not available for a new fiscal period or are otherwise encumbered, the **COUNTY** shall notify the **AGENCY** of such occurrence and the Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to the **COUNTY**.
 - d. In the event the **AGENCY** uses any funds provided by this Agreement for any purpose or program other than authorized under this Agreement, the **AGENCY** shall repay such amount and, at the option of the **COUNTY**, be deemed to have waived the privilege of receiving additional funds under this Agreement.

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

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 Board of County Commissioners

Janet C. Long, Board Chair

Date: _____, 2023

WESTCARE GULFCOAST-FLORIDA, a Florida non-profit corporation

By: _____

Date: _____, 2023