

HUMAN SERVICES FUNDING AGREEMENT
FIRST RENEWAL and SECOND AMENDMENT

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 **NEIGHBORLY CARE NETWORK, INC.** a non-profit Florida corporation, whose address is 13945 Evergreen Avenue, Clearwater, FL 33762 hereinafter referred to as "**AGENCY**". The Parties hereby renew the HUMAN SERVICES FUNDING AGREEMENT (Agreement) between the **COUNTY** and **AGENCY** dated September 24, 2020, and amended February 20, 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** recognizes that the **AGENCY** is providing an essential service within the community; and

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 thereof, effective October 1, 2023, and continuing for a period of 24 months from that date unless terminated or canceled as provided therein.
3. Section 13, "Cancellation" is hereby amended and restated in its entirety as follows:

Termination

- a. The **COUNTY** reserves the right to cancel this Agreement without cause by giving thirty (30) days prior notice to the **AGENCY** in writing of the intention to cancel. 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**.

b. 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**.

c. 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.

SIGNATURE PAGE FOLLOWS

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: _____
Barry A. Burton

Date: July 24, 2023

APPROVED AS TO FORM

By: Cody J. Ward
Office of the County Attorney

Neighborly Care Network, Inc., a non-profit Florida corporation



By: _____
David Lomaka, Executive Director

Date: 7-11, 2023