

HUMAN SERVICES SUBRECIPIENT FUNDING AGREEMENT
FY21 FAMILY DRUG COURT GRANT PROGRAM
FIRST AMENDMENT
Legistar #24-0336D

THIS FIRST AMENDMENT, effective upon the date executed below, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter called the "**COUNTY**," and **WESTCARE GULFCOAST FLORIDA, INC.** a non-profit Florida corporation, whose address is 2510 Central Avenue St. Petersburg, Florida 33712. hereinafter called the "**AGENCY**." The Parties hereby amend the HUMAN SERVICES SUBRECIPIENT FUNDING AGREEMENT for the FAMILY DRUG COURT GRANT PROGRAM (Agreement) between the **COUNTY** and **AGENCY** dated April 26, 2022, as follows:

WITNESSETH:

WHEREAS, the **COUNTY** desires to provide for local community mental health and substance treatment services within Pinellas County; and

WHEREAS, the **COUNTY**, in partnership with local providers and stakeholders, applied for and received a Federal Grant Award from the United States Department of Justice (DOJ), Office of Justice Programs (OJP). Office of Juvenile Justice and Delinquency Prevention (OJJDP), hereinafter referred to as the Grantor, under the 2021 OJJDP FY2021 Family Drug Court program, herein referred to as the "Grant"; and

WHEREAS, the **COUNTY** and the grant partners applied for and were awarded a no cost extension from the grantor on March 5, 2024; and

WHEREAS, pursuant to Federal Super Circular Section 2 C.F.R. § 200.330 the **COUNTY** is responsible for making a determination as to whether the party receiving the federal program funds provided by this grant is a subrecipient or contractor; and

WHEREAS, pursuant to Federal Super Circular Section 2C.F.R. §200.74, the **COUNTY**

is pass-through entity for the purposes of the Federal award; 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. Section 2, “Specific Grant Information” is hereby amended to restate the following sections:
 - a. (v) Subaward Period of Performance Start and End Date: 10/01/2021 to 9/30/2025
3. Section 4. “Term of Agreement” is hereby amended and restated as follows:
 - a. The term of this Agreement commences upon execution of this Agreement by both Parties and shall expire on September 30, 2025. Following the commencement of this Agreement, reimbursement for service and costs rendered by the **AGENCY** on or after October 1, 2021, may be invoiced.
 - b. Services shall not be rendered by **AGENCY** until Grantor provides notice to **COUNTY** that Grant program costs can be incurred, and **COUNTY** informs **AGENCY** of such.
 - c. This Agreement may be extended based on the expiration of the initial term, by mutual agreement of the parties in writing. This option shall be exercised only if all terms and conditions remain the same.
4. Section 20. “Termination” is hereby 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.
5. 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.

APPROVED AS TO FORM

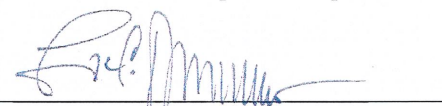
By: Cody J. Ward
Office of the County Attorney

PINELLAS COUNTY, FLORIDA, by and through its County Administrator

By: 
Barry A. Burton

Date: June 2, 2024

WESTCARE GULFCOAST-FLORIDA, INC., a Florida not-for-profit corporation

By: 
Frank Rabbito, COO

Date: 5/23/2024, 2024

Executed pursuant to authority under Resolution WCGC 2024-01