

HUMAN SERVICES SUBRECIPIENT FUNDING AGREEMENT  
Pinellas Adult Drug Court Expansion Project Program  
FIRST AMENDMENT  
Legistar #24-0557D

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 and restate the HUMAN SERVICES SUBRECIPIENT FUNDING AGREEMENT for the PINELLAS ADULT DRUG COURT EXPANSION PROJECT PROGRAM (Agreement) between the **COUNTY** and **AGENCY** dated June 18, 2019, as follows:

WITNESSETH:

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

WHEREAS, the **COUNTY** recognizes that the **AGENCY** is able to provide this essential service within the community; 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 Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA), hereinafter referred to as the "Grantor", under the Drug Treatment Courts Program, hereinafter referred to as the "Grant"; 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, the **COUNTY** has determined the **AGENCY** receiving funds under this federal program is a subrecipient; and

WHEREAS, pursuant to Federal Super Circular Section 2 C.F.R. § 200.74, the **COUNTY** is a pass-through entity for purposes of this Federal award; and

WHEREAS, the **COUNTY** and the grant partners applied for and were awarded a no-cost extension from the Grantor on May 29, 2024; and

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 1, “Specific Grant Information” is hereby amended to read as follows:
  - (v) Subaward Period of Performance Start and End Date: 05/31/2019 to 10/30/2024.
3. Section 3. “Term of Agreement” is hereby amended and restated as follows:
  - a. The services of the AGENCY shall commence on May 31, 2019, and the agreement shall expire on October 30, 2024. This Agreement may be renewed 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 15. “Cancellation” is hereby amended and restated as follows:
  - a. Section 15. Termination
    - i. 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**.

- ii. 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**.
- iii. 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  
Barry A. Burton

Date: July 22, 2024, 2024

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

By: Frank Rabbito  
Frank Rabbito, COO

Date: 7/15/2024, 2024  
Executed pursuant to authority under Resolution WCGC 2024-01