

HUMAN SERVICES SUBRECIPIENT FUNDING AGREEMENT
SECOND AMENDMENT
Legistar #23-0712D

THIS SECOND 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 1735 Dr. Martin Luther King Jr Street South, St. Petersburg, FL 33705, hereinafter called the "AGENCY." The Parties hereby amend the HUMAN SERVICES SUBRECIPIENT FUNDING AGREEMENT (Agreement) between the **COUNTY** and **AGENCY** dated May 4, 2020, and amended and renewed December 1, 2022, as follows:

WITNESSETH:

WHEREAS, the **COUNTY** desires to provide for local services that support child welfare within Pinellas County; and

WHEREAS, the **COUNTY**, in partnership with local providers and stakeholders, applied for and received a Federal Grant Award from the U.S. Department of Justice, hereinafter referred to as the grantor, under the 2019 Opioid Affected Youth Initiative grant program, hereinafter 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 July 11, 2022, and where the **COUNTY** and grant partners have applied and been awarded a second no-cost extension on September 19, 2023; 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 2 C.F.R. § 200.74, the **COUNTY** is a pass-through entity for purposes of this Federal award; and

WHEREAS, the **COUNTY** has determined the **AGENCY** receiving funds under this

federal program is a subrecipient; and

WHEREAS, the **COUNTY** recognizes that the **AGENCY** is providing an essential service within the community as a licensed substance abuse and/or mental health provider in the County.

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” subsections (v-vii) are amended to read as follows:
 - a. (v) Subaward Period of Performance Start and End Date: **10/01/2019 to 6/30/2024**
 - b. (vi) Amount of Federal Funds Obligated by this Action by the Pass Through-Entity to the Subrecipient: **\$142,150.00**
 - c. (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation: **\$4,342,009.00**
3. Section 3. “Term of Agreement” is hereby amended to read as follows:
 - a. The services of the **AGENCY** shall commence on October 1, 2019, and the agreement shall expire on June 30, 2024. 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 4.” Compensation.” is hereby amended to read as follows:
 - a. a) The **COUNTY** agrees to pay the **AGENCY** a total five-year amount not to exceed **ONE HUNDRED FORTY-TWO THOUSAND ONE HUNDRED**

FIFTY DOLLARS (\$142,150.00), for the services described in Section 2 of 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: January 9, 2024, ~~2023~~

WESTCARE GULFCOAST-FLORIDA, INC. a Florida 501 c-3 not-for profit corporation.

By: 
Frank Rabbito, COO

10/30
Date: _____, 2023
Executed pursuant to authority under Resolution WCGC 2023-02