

HUMAN SERVICES FUNDING AGREEMENT FOR
ADULT INPATIENT DETOXIFICATION SERVICES
FIRST RENEWAL AND SECOND AMENDMENT
Legistar ID: 23 – 0527D

THIS FIRST RENEWAL 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 **OPERATION PAR, INC.**, a non-profit Florida corporation, whose address is 6655 66TH Street North Pinellas Park, Florida 33782, hereinafter referred to as "**AGENCY**". The Parties hereby renew the Human Services Funding Agreement for Adult Inpatient Detoxification Services (Agreement) between the **COUNTY** and **AGENCY** dated September 8, 2020, and first 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** is committed to both enhancing the delivery of human services and increasing access to care for residents seeking care; and

WHEREAS, the **COUNTY** recognizes that the **AGENCY** is providing an essential service within the community in providing inpatient detoxification services.

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.
3. Section 16, "Termination" is hereby amended and restated as follows:
 - 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 Burton

Date: July 19, 2023

OPERATION PAR, INC., a Florida non-profit corporation

By: Dianne L. Clarke, PhD
Dianne Clarke, PhD President & CEO

Date: July 13, 2023

APPROVED AS TO FORM

By: Michael A. Zas
Office of the County Attorney