HUMAN SERVICES SUBRECIPIENT FUNDING AGREEMENT FIRST RENEWAL AND AMENDMENT Legistar # 22-0965D

THIS FIRST RENEWAL and 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 **WESTCARE GULFCOAST-FLORIDA, INC.**, a non-profit Florida corporation, whose address is 8800 49th Street North #403, Pinellas Park, FL 33782 hereinafter referred to as "**AGENCY**". The Parties hereby amend the HUMAN SERVICES SUBRECIPIENT FUNDING AGREEMENT (Agreement) between the **COUNTY** and **AGENCY** dated May 4, 2020, related to grant number 2019-YB-FX-K002

WITNESSETH:

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

WHEREAS, the **COUNTY** is committed to both enhancing the delivery of human services and increasing citizen access to those services; 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, 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** responds to critical needs within the community as a licensed substance abuse and/or mental health provider in the county; and **NOW**, **THEREFORE**, the parties hereto do mutually agree as follows:

- The above "WHEREAS" clauses are incorporated into and are made a part of this Agreement.
- 2. This Agreement is hereby renewed pursuant to Section 3 thereof, effective October 1, 2022, and continuing for a period of 12 months from that date unless terminated or cancelled as provided therein.
- 3. Section 1(v), of "Specific Grant Information" is hereby amended as follows:

 Subaward Period of Performance Start and End Date: 10/1/2019 to 9/30/2023
- 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

APPROVED AS TO FORM

By: Cody J. Ward

Office of the County Attorney

Beven Burlon

By: ___

Barry A. Burton

Date: December 1, 2022

WESTCARE GULFCOAST FLORIDA, INC., a 501(c)(3) Florida non-profit corporation

By: Frank C. Rabbito, Chief Operating Officer

Date: <u>October 19</u>, 2022

Resolution WCGC 2019-10