

SUNCOAST CENTER, INC. FUNDING AGREEMENT
First Amendment

THIS AGREEMENT (Agreement), effective retroactive to October 1, 2016, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter called the "**COUNTY**," and **SUNCOAST CENTER, INC.**, a non-profit Florida corporation, whose address is 4024 Central Avenue, St. Petersburg, FL 33711, hereinafter called the "**AGENCY**."

WITNESSETH:

WHEREAS, forensic examinations and supportive services are critical to victims/survivors of sexual assaults; and

WHEREAS, the **COUNTY** wishes to ensure forensic examination services are provided for victims/survivors of sexual assault ages thirteen (13) and older through the Sexual Assault Victim Examination (S.A.V.E.) program; and

WHEREAS, the **AGENCY** currently operates the S.A.V.E. Program; and

WHEREAS, the **COUNTY** has determined a reasonable reimbursement rate based on previous performance and program costs;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Section 3 "Compensation" is hereby amended as follows:

a) The **COUNTY** agrees to pay the **AGENCY** an amount not to exceed **ONE HUNDRED SEVENTY TWO THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$172,200.00)** per fiscal year for the services described in Section 1 of this Agreement.

b) All requests for reimbursement payments must be submitted on a quarterly basis and shall consist of an invoice for the quarterly amount, signed by an authorized **AGENCY** representative. Invoices shall be sent electronically to the Contract Manager on a quarterly basis within forty-five (45) days of the end of the quarter. Invoicing due dates may be

SUNCOAST CENTER, INC. FUNDING AGREEMENT
First Amendment

shortened as necessary to meet fiscal year deadlines or grant requirements. The **COUNTY** shall not reimburse the **AGENCY** for any expenditures in excess of the amount budgeted without prior approval or notification.

c) The **COUNTY** shall reimburse to the **AGENCY** in accordance with the Florida Prompt Payment Act upon receipt of invoice and required documentation. When the required documentation and/or reports are incomplete or untimely, the **COUNTY** may withhold payment until such time as the **COUNTY** accepts the remedied documentation and/or reports.

d) Any funds expended in violation of this Agreement or in violation of appropriate Federal, State, and County requirements shall be refunded in full to the **COUNTY**. If this Agreement is still in force, future payments shall be withheld by the **COUNTY**.

2. Except as herein provided, all other terms and conditions of the Agreement remain in full force and effect.

[Signature Page Follows]

SUNCOAST CENTER, INC. FUNDING AGREEMENT
First Amendment

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on
the day and year first above written.

PINELLAS COUNTY, FLORIDA, by and
through its County Administrator

By: Mark J. Woodard
Mark Woodard

Date: December 19, 2016

SUNCOAST CENTER, INC.

By: Bobro Dai
Executive Director

Date: 12/7, 2016

APPROVED AS TO FORM

By: [Signature]
Office of the County Attorney