

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

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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]

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**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 Woodard

Date: \_\_\_\_\_, 2016

SUNCOAST CENTER, INC.

By: \_\_\_\_\_  
Executive Director

Date: \_\_\_\_\_, 2016

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

By: \_\_\_\_\_  
Assistant County Attorney