

RECEIVED
AGREEMENT BETWEEN THE STATE OF FLORIDA
DEPARTMENT OF LEGAL AFFAIRS
OFFICE OF THE ATTORNEY GENERAL

17 OCT 31 AM 11:16
ATTORNEY GENERAL'S OFF.
ADVOCACY & GRANTS MGMT.

AND

ALL STAR CHILDREN'S FOUNDATION, INC.

AGREEMENT NUMBER K04315

The Office of the Attorney General (the AGENCY) and the ALL STAR CHILDREN'S FOUNDATION, INC. (the GRANTEE), entered into an Agreement for the GRANTEE for a fixed capital outlay project as appropriated by the 2017 Florida Legislature. The fixed capital outlay funds were appropriated as a grant for the GRANTEE's purchase of real property and other constructions costs associated with the creation and building of the GRANTEE's "Campus of Caring" to be located in Sarasota County, Florida; and

WHEREAS, Article 25 specifically states, modification of any provision of this Agreement must be mutually agreed upon by all parties, and requires a written amendment to this Agreement; and

WHEREAS, there is a need to amend Article 6.

NOW THEREFORE; the parties have mutually agreed to modify the Agreement as follows:

1. Article 6 is hereby deleted and the following language is substituted:

ARTICLE 6. COMPENSATION AND LIMITATIONS/CONDITIONS ON USE OF FUNDS

The total sum of monies paid to the GRANTEE under this AGREEMENT shall not exceed \$500,000.00.

The AGENCY agrees to pay grant funds to the GRANTEE for real estate purchase, and related fees and costs at a flat rate of \$500,000.00. Immediately upon receipt of the grant proceeds, the GRANTEE shall deliver all of the funds to the escrow agent, Greene, Hamrick, Quinlan & Schermer, P.A. ("Escrow Agent"), as identified in the Property Sales Contract. Said funds shall be held in trust until such time as delivery of the funds to the seller at closing is deemed necessary by the Escrow Agent to complete the transfer and sale of the real property.

In accordance with Section 215.971(1)(c), Florida Statutes (2017), this provision specifies the financial consequences that apply if the GRANTEE fails to perform the minimum level of compliance required by the AGREEMENT. If the GRANTEE fails to perform any of the deliverables imposed herein in ARTICLE 17, then financial consequences will be imposed in the form of either return of 100% of the fixed capital outlay funds paid to the GRANTEE through this AGREEMENT, or complete transfer of ownership of the real property, described above, purchased by the GRANTEE through the use of those funds by warranty deed in fee simple absolute to the State of Florida. The GRANTEE shall work directly with the

DEPARTMENT using all reasonable speed toward completion of said Campus of Caring project within established time frames. Failure of the GRANTEE to timely complete the fixed capital outlay project within the time frames established, shall result in the GRANTEE's being unable to satisfy the deliverables set forth in ARTICLE 17 of the AGREEMENT, and in, either the immediate repayment by the GRANTEE to the AGENCY of all fixed capital outlay funds (100%) previously disbursed in the amount of \$500,000.00, or complete transfer of ownership of the real property, described above, purchased by the GRANTEE with those same funds to the State of Florida.

Upon completion of the fixed capital outlay project, the GRANTEE hereby pledges to continue the operation, maintenance, repair, and administration of the property in accordance with the purposes for which the funds were originally appropriated for a period of not less than five (5) years from the completion of the Campus of Caring project which is the subject of this Agreement. Should the GRANTEE fail to operate, maintain, repair, and administer the property in accordance with the purposes for which the funds were originally granted for said period of five (5) years from the completion of said project, the GRANTEE shall, no later than upon demand by the AGENCY, return an amount of the grant funds to the AGENCY which shall be no less than the full amount of the grant funds provided, less \$100,000.00 for each full year after completion of the project for which the property was operated, maintained, repaired, and administered by the GRANTEE as a fully functional child treatment facility.

If it comes to the attention of the AGENCY that the GRANTEE is being investigated by any governmental agency for financial or programmatic issues, requests for payment may not be processed until the matter is resolved to the satisfaction of the AGENCY. The GRANTEE shall immediately inform the AGENCY that it is being investigated by any governmental agency for financial or programmatic issues upon learning of such an investigation.

The GRANTEE may expend funds received from the AGREEMENT only for purchase of the real property described in ARTICLE 2 above. Any balance of unobligated cash that has been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded immediately to the State. The AGENCY is exempt from payment of Florida state sales and use tax and federal excise tax. The GRANTEE, however, shall not use the AGENCY's tax exemption number to secure any materials or services.

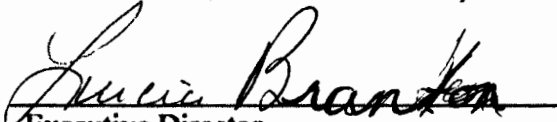
The GRANTEE shall not and cannot pledge the AGENCY's credit or make the AGENCY a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

Payment for services shall be issued in accordance with the provisions of Section 215.422, Florida Statutes (2017). The OAG shall have twenty (20) working days from the receipt of any invoice for the approval and inspection of goods and services as per Section 215.422(1), Florida Statutes (2017).

In accordance with the provisions of Section 287.0582, Florida Statutes (2017), the AGENCY's performance and obligation to pay under this AGREEMENT is contingent upon an annual appropriation by the Legislature.

2. All other terms and conditions of the Contract shall remain in full force and effect. Except as otherwise set forth herein, the terms and conditions contained in the Contract remain unchanged. This Amendment, sets forth the entire understanding between the Parties with regard to the subject matter hereof.

IN WITNESS THEREOF, the Department of Legal Affairs, Office of the Attorney General, and the All Star Children's Foundation, Inc. have executed this AGREEMENT.


Executive Director


Sabrina Donovan, Director of Administration

10/30/17
Date

10/30/17
Date


FEID # of GRANTEE

SAMAS Code

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