

21. Approve Amendment #2 to RFP-4168-02/BJC – Collection Services with Merchants Association Collection Division, Inc., Tampa (18% of amount collected).

RFP-4168-02/BJC provides a qualified firm to perform a complete review of outstanding receivables and engage in the appropriate activities required to collect the outstanding receivable for the Public Defender's Office, Environmental Services/Utilities, Animal Control and Library and Leisure Services at 18% of the amount collected. Amendment #2 will amend the agreement to include EMS/Fire/Rescue at the same 18% rate.

Public Safety/EMS/Fire/Rescue and Fiscal Services/Purchasing and Contracts Division recommend the board to approve and authorize the County Manager to execute Amendment #2 as prepared and approved by the County Attorney's Office.

**SECOND AMENDMENT TO COLLECTION AGENCY SERVICES AGREEMENT
(RFP-4168-02/BJC)**

THIS SECOND AMENDMENT is made and entered into this _____ day of _____, 20__ and is to that certain Agreement made and entered into on the 24th day of October, 2002, as amended August 25, 2003 between **MERCHANTS ASSOCIATION COLLECTION DIVISION, INC.**, whose address is 134 South Tampa Street, Tampa, Florida 33602, hereinafter referred to as "AGENCY," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the AGENCY and COUNTY entered into the above-referenced Agreement on October 24, 2002 for collection services; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 21 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Exhibit "A" of the Agreement is amended by the addition of Exhibit "A" attached hereto.

2. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

MERCHANTS ASSOCIATION
COLLECTION DIVISION, INC.

CAROL JO MEADOR, Secretary

(CORPORATE SEAL)

By: _____
RICHARD C. SWIRBUL, President

Date: _____

WITNESSES:

SEMINOLE COUNTY, FLORIDA

By: _____
J. KEVIN GRACE, County Manager

Date: _____

For the use and reliance
of Seminole County only.

Within authority of Resolution
No. 93-R-71 adopted February 23,
1993.

Approved as to form and
legal sufficiency.

County Attorney

AC/lpk
1/28/04
2am-rfp-4168

Attachment:
Exhibit "A" - Scope of Service

RFP-4168-02/BJC
Collection Agency Services

Amendment #2

EMS/Fire/Rescue:

- Description of Outstanding Receivables
Approx. 7776 accounts from 01/01/2000 – 12/31/2002
Approx. amount outstanding \$2,027,401.91

Fee Schedule 18% of amount collected