

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Meals on Wheels Etc., Inc. Agreement Amendment

DEPARTMENT: Planning & Development DIVISION: Community Resources

AUTHORIZED BY: Donald S. Fisher *[Signature]* CONTACT: Buddy Balagia *[Signature]* EXT. 7379

Agenda Date <u>03/25/2003</u>	Regular <input type="checkbox"/>	Consent <input checked="" type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>		Public Hearing – 7:00 <input type="checkbox"/>	

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the first Amendment to the Subrecipient Agreement with Meals on Wheels Etc., Inc. for the SHIP-funded Emergency Housing Repair Program.

BACKGROUND:

On 11/29/00 the Board executed a Subrecipient Agreement with Meals on Wheels, Etc., Inc. ("MOW") to administer the County's Emergency Housing Repair Program, funded by the SHIP Program. As of 1/31/03, MOW has assisted 146 households under this Agreement. Of the contracted amount of \$1,668,628, a total of \$1,523,546 has been spent for home improvements and administration (the Agreement allows for MOW to charge a fee for households assisted).

MOW has requested that the Agreement, which expires on 3/31/03, be amended to provide additional time to expend funds. The amendment will extend the term of the Agreement through 9/30/03. MOW has also requested an amendment to reduce the minimum required number of assisted households from 171 to 155. The amendment will also allow them to increase the maximum investment in any given housing unit from \$10,000 to \$15,000. MOW has indicated that these changes are needed to allow sufficient time to complete additional tasks associated with SHIP guidelines.

Reviewed by:	
Co Atty:	
DFS:	
Other:	<i>[Signature]</i>
DCM:	<i>[Signature]</i>
CM:	<i>[Signature]</i>
File No. <u>-cpdc02</u>	

FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT BETWEEN
SEMINOLE COUNTY AND MEALS ON WHEELS, ETC., INC.
EMERGENCY REPAIR PROGRAM

THIS FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT is made and entered into as of this ____ day of _____, 2003, between MEALS ON WHEELS, ETC., INC., a Florida non-profit corporation, whose address is 1097 Sand Pond Road, Lake Mary, Florida 32746 (hereafter "MOW") and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771 (the "County").

W I T N E S S E T H:

WHEREAS, on November 29, 2000, the County and MOW entered into a Subrecipient Agreement for the Emergency Repair Program (the "Original Agreement"); and

WHEREAS, the Original Agreement, by its terms, will expire on March 31, 2003; and

WHEREAS, MOW has requested additional time to perform services in accordance with the requirements of the Original Agreement; and

WHEREAS, the Original Agreement required MOW to provide services to a minimum of 171 housing units; and

WHEREAS, MOW has requested the County to change the number of housing units served to a minimum of 155 housing units; and

WHEREAS, the County is agreeable to the requested changes and the parties wish to document such agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration each to the other provided, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct, form a material part of this Amendment, and are incorporated herein by this reference.

2. Amendment to the Original Agreement. The Original Agreement is hereby amended as follows:

(a) The completion of services date contained in Section 4 of the Original Agreement is hereby changed to September 30, 2003.

(b) Effective as of the approval of this Amendment and as to all housing units improved subsequent to that date, the limit for the total cost of emergency repairs of \$10,000.00, exclusive of volunteer labor, donated services or materials or administrative fees as stated in Subsection 17 of Section II of Exhibit "A" is increased to \$15,000.00.

(c) The number of housing units to be served as stated in Section IV of Exhibit "A" to the Original Agreement is changed to a minimum of 155 housing units.

3. Ratification. Except as specifically modified by this Amendment, the remainder of the provisions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, MOW and the County have executed this Amendment in a manner and form sufficient to bind them on the dates set forth below.

ATTEST: MEALS ON WHEELS, ETC., INC.

_____, Secretary By: _____, President

(CORPORATE SEAL) Date: _____

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared _____, and _____, the President and Secretary, respectively, of MEALS ON WHEELS, ETC., INC., who are duly authorized to execute the foregoing on behalf of the corporation and who are personally known to me or who produced _____ as identification and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____ A. D. 2003.

Printed Name _____
Notary Public in and for the
County and State Aforementioned
My commission expires _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commis-
sioners at their regular
Meeting of _____, 20__.

County Attorney

SPL
03/13/03
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