



**Interoffice Memorandum**

**APPROVED**  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
AUG 05 2014 CAS/KH

**AGENDA ITEM**

July 14, 2014

**TO:** Mayor Teresa Jacobs  
-AND-  
Board of County Commissioners

**FROM:** Jon V. Weiss, P.E., Director *JVW*  
Community, Environmental and Development  
Services Department

**CONTACT PERSON:** **Mitchell Glasser, Manager**  
**Housing and Community Development Division**  
**407-836-5190**

**SUBJECT:** August 5, 2014 – Consent Item  
Second Amendment to Project Administration Agreement

On October 22, 2013, the Board of County Commissioners approved a Project Administration Agreement between Orange County, Florida and Seniors First, Inc. regarding the Community Development Block Grant (CDBG) Program FY 2013-2014. The Agreement facilitates the provision of emergency and minor home repairs for very low-income elderly residents. On December 17, 2013, the County approved the first amendment to provide additional CDBG funding to the agency to address the great demand for these services. With the additional funding provided, the agency needs to extend the term of the Agreement to allow sufficient time to expend the additional funding. We are recommending a second amendment to the 2013-2014 agreement to extend the term of the Agreement from September 30, 2014 to December 31, 2014.

To comply with HUD regulations and Orange County policies, we are submitting a second amendment to the Project Administration Agreement for approval. The amendment has been reviewed by the County Attorney's Office as to form. All of the remaining terms and conditions of the existing agreement shall remain in place.

**ACTION REQUESTED:** **Approval of Second Amendment to Project Administration Agreement between Orange County, Florida and Seniors First, Inc., regarding the Community Development Block Grant Program. All Districts**

JVW/MG/er

Attachments

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
AUG 05 2014 CAS/KH

**SECOND AMENDMENT TO  
PROJECT ADMINISTRATION AGREEMENT BETWEEN  
ORANGE COUNTY, FLORIDA AND SENIORS FIRST, INC.  
REGARDING  
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
ORANGE COUNTY, FLORIDA**

**THIS SECOND AMENDMENT TO AGREEMENT REGARDING THE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING** (this "Second Amendment") amends and modifies that certain Agreement Regarding the Community Development Block Grant Funding the "Agreement"), dated as of October 22, 2013, by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida with a principal address of 201 South Rosalind Avenue (the "County"), and SENIORS FIRST, INC., A 501 (c )(3) Florida non-profit corporation with a principal address of 5395 L. B. McLeod Rd., Orlando, FL 32811 ("Seniors First").

**RECITALS:**

**WHEREAS**, the County, and Seniors First have heretofore entered into the Agreement relating to the provision of emergency and minor home repairs for very low income elderly persons (the "Project," as defined in the Agreement);and

**WHEREAS**, the County and Seniors First modified the Agreement in a First Amendment thereto, which was executed by Seniors First on November 22, 2013 and approved by the County on December 17, 2013; and

**WHEREAS**, the parties desire to again modify provisions of the Agreement relating to extending the term of the Agreement that may be necessary to complete the Project; and

**WHEREAS**, pursuant to Section X of the Agreement modifications thereto must be made in writing and signed by all parties thereto; and

**WHEREAS**, each of the parties agree to such modification as set forth herein.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the sufficiency and receipt whereof being hereby acknowledged, the County, and Seniors First agree as follows:

**1. Recitals; Defined Terms; Form of Amendments.** The recitals set forth above are incorporated herein and made a part of this Second Amendment. Any capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Agreement. Throughout this Second Amendment, additions to the original language of the Agreement are shown with underline and deletions are shown with ~~strikethrough~~.

**2. Representations, Warranties and Covenants.** The County, and Seniors First each hereby affirms and declares that all representations and warranties contained in the Agreement and as modified herein remain true and correct as of the date hereof and that each of them have been and remain in compliance with all covenants set forth in the Agreement.

**3. Amendment to Section VI TERM AND TERMINATION.**

**A.** The term of this Agreement shall be ~~October 1, 2013 to September 30, 2014~~  
October 1, 2013 to December 31, 2014.

**4. Agreement.** Other than as set forth herein, the Agreement shall remain in full force and effect and no modifications are made thereto.

**5. No Waiver.** Nothing contained in this Second Amendment waives any covenant or other default or any event that would become a default with the passage of time or the giving of notice, under the Agreement.

**6. Severability.** The provisions of this Second Amendment are declared by the parties to be severable. However, the material provisions the Agreement as amended hereby are dependent upon one another and such interdependence is a material inducement of the parties to enter into this Second Amendment. Therefore should any material term, provision, covenant or condition of this Second Amendment or the Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from the litigation.

**7. Governing Law; Venue.** This Second Amendment shall be governed by and construed in accordance with the laws of the State of Florida and venue for any action arising out of related to this Second Amendment shall be in Orange County, Florida.

**8. Execution in Counterparts.** This Second Amendment may be executed in separate counterparts, all of which taken together shall be deemed to constitute on and the same instrument.

**[SIGNATURES ON FOLLOWING PAGES]**

**SENIORS FIRST, INC.**

BY: Marsha Lorenz  
Marsha L. Lorenz

TITLE: Chief Executive Officer

**AND**

BY: Cathy Edwards  
Authorized Representative

Cathy Edwards  
(Print or Type Name)

TITLE: Chief Operating Officer

STATE OF FLORIDA  
COUNTY OF

Orange

1) Personally appeared before me, the undersigned authority, Marsha L. Lorenz, well known to me and known by me to be the Chief Executive Officer of Seniors First, and acknowledged before me that he/she was duly authorized so to do. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of July, 2014.

Melissa West-Riley  
Notary Public

My Commission Expires: 07/22/16 Expires 7/22/2016



Printed Name: melissa west-Riley

2) Personally appeared before me, the undersigned authority, Cathy Edwards, well known to me and known by me to be the Chief Operating Off. or Authorized Representative of the Seniors First, and acknowledged before me that he/she was duly authorized so to do. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of July, 2014.

Melissa West-Riley  
Notary Public

My Commission Expires: 07/22/16

Printed Name: melissa west Riley



MELISSA WEST-RILEY  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE214449  
Expires 7/22/2016

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed by their duly authorized officials.



ORANGE COUNTY, FLORIDA

By: *Teresa Jacobs*  
Teresa Jacobs  
Orange County Mayor

Date: *8.5.14*

ATTEST: Martha O. Haynie, Orange County Comptroller  
As Clerk of the Board of County Commissioners

By: *Kate Smith*  
Deputy Clerk  
*CEDS-C-04*