

28. Approve Amendment #1 to RFP-491-00/BJC – Legal Services Consultant Agreement with Lyon Kirwin, P.A. of Winter Park (Name Change and Continuation of Services for Current Cases).

RFP-491-00/BJC provides for legal services to the County. Amendment #1 will change the name of Lyon Kirwin, P.A. to Kirwin Norris, P.A. and make allowance for Kirwin Norris to continue work on cases begun but not completed at the time of the agreement's expiration. This will allow the County to resolicit legal services as scheduled without losing the continuity required on existing legal actions. All other terms, conditions and not-to-exceed amounts are unchanged.

The County Attorney and Fiscal Services/Purchasing and Contracts Division recommend that the Board approve the amendment and authorize the Chairman to execute the amendment as prepared by the County Attorney's office.

KIRWIN NORRIS, P.A.
338 W. Morse Boulevard
Winter Park, FL 32789

28

Phone: (407)740-6600

Fax: (407)740-6363

FAX TRANSMITTAL

DATE: September 15, 2003
TIME: 10:25 am
SENDER: Karen

TO: David Santiago
COMPANY: Seminole County Government

RECIPIENT'S FAX: 407-665-7956

FROM: Brian Kirwin

REGARDING: 1st Amendment to Contract

ACCOUNT NO: 100-00

NUMBER OF PAGES: 5
(Including Cover Sheet)

HARD COPY TO FOLLOW: Yes: No:
(Overnight Mail / U.S. Mail / Courier)

****Our firm name has been changed to "Kirwin Norris, P.A.". Please let me know if I can correct the name on this Amendment or if you need to send a new one with the correct name. Thank you for your assistance.**

Brian Kirwin

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Seminole County
Purchasing and Contracts Division
 1101 E. 1st Street
 Sanford, Florida 32771-1468
 Phone: (407) 665-7119 Fax: (407) 665-7956

LETTER OF TRANSMITTAL

TO: Kirwin Norris, P.A. 338 West Morse Blvd, Suite 150 Winter Park, Florida 32789	Date: September 23, 2003
	Due Date: September 30, 2003
	Attention: Mr. Brian P. Kirwin
	RE: 1 st Amendment to Contract
	Contract No.: RFP-491-00/BJC

REFERENCE: Original Documentation for signature

ITEM NO.	DESCRIPTION
1	Original Document for signature

THESE ARE TRANSMITTED as checked below:

- | | | |
|--|--|--|
| <input type="checkbox"/> For your information | <input checked="" type="checkbox"/> For your signature | <input type="checkbox"/> For your records |
| <input type="checkbox"/> For approval | <input type="checkbox"/> Approved as submitted | <input type="checkbox"/> Resubmit _____ copies for approval |
| <input type="checkbox"/> For your use | <input type="checkbox"/> Approved as noted | <input type="checkbox"/> For your review & comment |
| <input type="checkbox"/> As requested | <input type="checkbox"/> Returned for corrections | <input checked="" type="checkbox"/> Please return to my attention |
| <input type="checkbox"/> For your action | <input type="checkbox"/> _____ | <input checked="" type="checkbox"/> Please respond by <u>RUSH</u> , 2001 |
| <input type="checkbox"/> FOR BIDS/RFP DUE _____, 200____ | | |

COMMENTS: Please sign, attest, seal, and return to the Purchasing Division **ASAP**. If you have any questions, please do not hesitate to call. Regards.

COPY TO: Project file
(Transmittal Only)

SIGNED: _____

IF ENCLOSURES ARE NOT AS NOTED, KINDLY NOTIFY US AT ONCE.

TITLE: _____

David Santiago
Contracts Analyst

FIRST AMENDMENT TO LEGAL SERVICES CONSULTANT AGREEMENT (RFP-491-00/BJC)

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 14th day of December, 2000 between KIRWIN NORRIS, P.A., formerly known as LYON KIRWIN, P.A., whose address is 338 West Morse Boulevard, Suite 150, Winter Park, Florida 32789, hereinafter referred to as "ATTORNEY," 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 ATTORNEY and COUNTY entered into the above-referenced Agreement on legal services in the fields of public construction contract litigation, dispute resolution, and dispute avoidance; 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 19 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. Section 2 of the Agreement, Requests For Service, is amended by the addition of subsection (c) to read:

SECTION 2. REQUESTS FOR SERVICE.

(a) Requests for performance of professional services by the ATTORNEY under this Agreement shall be made by the COUNTY'S Deputy County Attorney or his designee on behalf of the COUNTY. Each request for services shall describe the services required, state the dates for

commencement and completion and state limitations on the Scope of Services. The COUNTY makes no promise as to the number of service requests nor that the ATTORNEY will perform any services for the COUNTY under this Agreement. The COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so.

(b) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement will arise. The COUNTY designates the COUNTY'S Deputy County Attorney as the COUNTY employee to whom all communications pertaining to the day to day conduct of the Agreement should be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define the COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(c) Expiration of the term of this Agreement shall have no effect upon Requests for Service issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Requests for Service or the conclusion of litigation in which the Attorney represent the COUNTY, whichever comes first. No additional Requests for Service may be issued after the expiration of this Agreement nor may any Requests for Service that survives expiration of the Agreement term be amended to add additional services beyond those expressed prior to the Agreement termination.

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.

KIRWIN NORRIS P.A.
F/K/A LYONS KIRWIN, P.A.

Witness

By: _____

Witness

Date: _____

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 Commissioners
at their _____, 20____
regular meeting.

County Attorney
AC/lpk
9/3/03 9/19/03
lam-rfp-491