



MEMORANDUM

TO: Vince Long
FROM: Kurt Spitzer
DATE: February 15, 2010
RE: Consulting Services for Citizens Charter Review Committee

The original agreement between Leon County and Kurt Spitzer and Associates (KSA) for services relating to the Citizens Charter Review Committee contained an upper cost limit of \$15,000. This amount was predicated on an abbreviated scope of work undertaken by the Committee and a limited number of meetings.

As it has turned out, the Committee has met approximately 13 times as of last week, has extended their schedule beyond that which was originally planned and has identified several issues for research and review that were not anticipated prior to the initiation of the project. There remain three hearings and one or two other meetings of the Committee, plus the preparation and revision of the Final Report, before the project will be complete.

I anticipate that the costs for the time already incurred for the month of February plus that for the remaining tasks will not exceed \$10,000 and request that the "cap" be adjusted upward by that amount.

KS/

**FIRST AMENDMENT TO
INDEPENDENT CONTRACTOR PROFESSIONAL
SERVICES EMPLOYMENT CONTRACT**

This First Amendment to the Independent Contractor Professional Services Employment Contract dated May 7, 2009, by and between Leon County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Kurt Spitzer and Associates, Inc., hereinafter referred to as the "Consultant" is entered into by and between said parties this ____ day of February, 2010.

RECITALS

WHEREAS, the County and the Consultant entered into an agreement providing for independent contractual professional services dated May 7, 2009, hereinafter "Agreement"; and

WHEREAS, the parties have determined it to be in the best interest of each to amend the Agreement dated May 7, 2009.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations set forth herein, the sufficiency of which is hereby acknowledged, the County and the Consultant agree as follows:

I. Section 2.0 of the Agreement is amended in its entirety to read as follows:

The term of retention of the Consultant shall commence on May 26, 2009, and terminate on July 1, 2010, unless such term is reduced as set forth in numbered paragraph 3.0 below or extended by written agreement of the parties.

II. Section 5.0 of the Agreement is hereby amended in its entirety to read as follows:

5.0 Professional Fees. The County shall compensate the Consultant at a rate not to exceed \$200.00 per hour for services outlined in Exhibit "A". Time shall be charged in units of .10 hours (1/10 of an hour). The total fees for services provided by Consultant to the County shall not exceed \$25,000.

- III. All other provisions, sections or requirements in the Agreement dated May 7, 2009, not otherwise in conflict with the provisions herein shall remain in full force and effect.
- IV. This First Amendment to the Agreement shall be effective upon full execution hereof.

IN WITNESS WHEREOF, the parties hereto, or their duly authorized representatives, have executed this First Amendment to the Agreement as of the date first written above.

WITNESSES:

CONSULTANT

BY: _____
KURT SPITZER, President
Kurt Spitzer and Associates, Incorporated

Date: _____

LEON COUNTY, FLORIDA

BY: _____
PARWEZ ALAM
COUNTY ADMINISTRATOR

ATTESTED BY:
BOB INZER, CLERK OF CIRCUIT COURT

BY: _____

Approved as to form:

COUNTY ATTORNEY'S OFFICE
LEON COUNTY, FLORIDA

BY: _____
HERBERT W.A. THIELE, ESQ.
COUNTY ATTORNEY