

**AMENDMENT  
TO CONSULTING SERVICES AGREEMENT**

THIS AMENDMENT to Consulting Services Agreement dated September 3, 1997 is made and entered into this 17th day of April, 2002 by and between the CITY OF NAPLES, a Florida municipal corporation (the "City"), and CDM Missimer (the "Contractor").

**WITNESSETH**

WHEREAS, the City and the Contractor entered into that certain Consulting Services Agreement dated September 3, 1997 (the "Original Agreement") for consulting services associated with stormwater drainage basin VI improvements for the Development Services Department; and

WHEREAS, the parties desire to amend the original Agreement by this Amendment so that the Contractor will provide additional consulting services pursuant to the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants, promises and conditions herein set forth, it is hereby acknowledged and agreed as follows:

1. The above recitals are true and correct and are incorporated herein by this Reference.
2. Exhibit A, Attachment 1, (page 22) of the original Agreement is hereby amended to provide for additional compensation of a not-to-exceed amount of \$60,000 from date of this amendment in accordance with the fees set forth in Exhibit "A" attached hereto and made a part hereof.
3. The terms of this Amendment shall control and take precedence over any and all terms, provisions and conditions of Original Agreement which might vary, contradict or otherwise be inconsistent with the terms and conditions hereof. All of the other terms, provisions and conditions of Original Agreement, except as expressly amended and modified by this Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any part whose signature appears thereon and all of which shall together constitute one and the same instrument.

**IN WITNESS WHEREOF, the City and the Contractor have caused this Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.**

**ATTEST:**

**OWNER:**

**CITY OF NAPLES, FLORIDA,  
a municipal corporation**

**By: \_\_\_\_\_  
Tara A. Norman, City Clerk**

**By: \_\_\_\_\_  
Kevin Rambosk, City Manager**

**Approved as to form  
and legal sufficiency:**

**By: \_\_\_\_\_  
Robert D. Pritt, City Attorney**

**CONTRACTOR:**

**CDM Missimer, a Florida corporation**

**\_\_\_\_\_  
Witness for Contractor**

**By: \_\_\_\_\_**

**\_\_\_\_\_  
Witness for Contractor**