

**AMENDMENT
TO EMPLOYMENT AGREEMENT**

THIS AMENDMENT to Employment Agreement is made and entered into this 7th day of May, 2003, by and between the CITY OF NAPLES, a Florida Municipal Corporation, and KEVIN J. RAMBOSK, City Manager.

WITNESSETH

WHEREAS, by Resolution 01-9184, the City Council approved a revised Employment Agreement with Kevin J. Rambosk as City Manager; and

WHEREAS, the parties desire to amend the Agreement by this Amendment 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.

Section 3 shall be amended as follows:

The City has paid and shall continue to pay an annualized salary as follows: starting-- \$98,000 effective November 3, 1999, and shall increase in accordance with the following schedule, after satisfactory completion of six (6) months service based upon performance evaluations as noted in Section 4. The schedule for salary adjustments is, and will be, as follows:

May 1, 2000	\$2,000 increase
January 1, 2001	\$3,000 increase
January 1, 2002	Larger of 4% or the increase provided to Non-Bargaining Personnel
<u>January 1, 2003</u>	<u>Larger of 4% or the increase provided to Non-Bargaining Personnel</u>

Section 7 shall be amended as follows:

Upon separation, the Employee shall be compensated for unused sick leave at the rate of 30% ~~21%~~ of the total hourly value. The Employee may utilize sick leave after the second consecutive day as per the present City policy for non-bargaining employees.

2. 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.

3. 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 parties have caused this Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

CITY:

ATTEST:

CITY OF NAPLES, FLORIDA

By: _____
Tara Norman, City Clerk

By: _____
Bonnie R. MacKenzie, Mayor

Approved as to form and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney

witness

By: _____
Name: Kevin J. Rambosk,
Title: City Manager

Amendment to agreement