

Supplemental Amendment No. 2 to Inter-local Agreement

THIS SUPPLEMENTAL AMENDMENT is made and entered into this _____ day of _____, 2006, by and between the Board of County Commissioners, Collier County, Florida, a political subdivision of the State of Florida, hereinafter called the "COUNTY," and the City of Naples, Florida, hereinafter called the "CITY."

WITNESSETH

WHEREAS, by an Inter-Local Agreement dated February 25, 2003 (hereinafter referred to as the "Agreement"), a copy of which is attached hereto as Exhibit "A," the COUNTY and the CITY entered into an understanding with respect to the engagement of Tomasello Consulting Engineers (TCE) to further the appeals resolution process and to prepare a restudy of FEMA's 2005 Flood Insurance Study for Collier County; and

WHEREAS, the parties amended the Agreement by a Supplemental Agreement dated February 18, 2004, a copy of which is attached hereto as Exhibit "B," to add additional area to be incorporated into the restudy; and

WHEREAS, FEMA has requested TCE provide additional analysis on coastal surge flooding, which flooding impacts both parties; and

WHEREAS, the parties wish to amend the Agreement to provide for additional compensation not exceeding \$16,000 to TCE for the additional services requested by FEMA, with each party paying half of the cost for the additional analysis.

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, the CITY and COUNTY agree to supplement and amend the Agreement as follows:

1. The services for additional coastal storm analysis will increase the current contract sum of \$292,007 by an amount not to exceed \$16,000, bringing the amended contract amount to \$308,007.

2. The CITY will be responsible for amending the arrangement with TCE to provide for the additional analysis, and will pay TCE in full for the services rendered. Following payment, the CITY will invoice the COUNTY for half of the payment to TCE. COUNTY will remit payment to CITY, up to the maximum of \$8,000, within thirty (30) days of receipt of the CITY's invoice.

3. Except as expressly set forth herein, all other terms and conditions of the Agreement, as amended by the Supplemental Agreement dated February 18, 2004, continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Amendment

