

**FIRST AMENDMENT TO AGREEMENT
(CONSULTANT SERVICES)**

THIS FIRST AMENDMENT (the "First Amendment") to the Contract for Consultant Services is made and entered into this **3rd day of November, 2014** by and between the **CITY OF NAPLES**, a Florida Municipal Corporation (the "City"), and **SELPAN INTERACTIVE, INCORPORATED** a Florida Profit Corporation (the Consultant").

WITNESSETH

WHEREAS, the City and the Consultant entered into that certain Agreement to furnish Contract for Consultant Services, dated **May 3, 2013** (the "Original Agreement") (Reference Original **Bid No. NA**) for services associated with **Technology Services Consulting: First Amendment: Compensation Adjustment** ('Project'); and

WHEREAS, the parties desire to amend the Original Agreement by this First Amendment so that the Consultant will be provided an adjustment to compensation for 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. "Article Four, Compensation" shall be amended for the provision of an adjustment to the compensated rate indicated in the original Agreement's Exhibit-B from \$1,500.00 per week to \$1,900.00 per week with a maximum Fiscal Year Expenditure of \$173,800.00 for said Project: Technology Services Consulting.
3. The terms of this First 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 First Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This First 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 Consultant have caused this First Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

ATTEST:

By: Patricia L. Rambosk
Patricia L. Rambosk, City Clerk

CITY:

CITY OF NAPLES, FLORIDA

By: A. William Moss
A. William Moss, City Manager

Approved as to form and legal sufficiency:

By: Robert D. Pritt
Robert D. Pritt, City Attorney

Selpan Interactive, Incorporated

838 10th Street South
Naples, Florida 34102
Att: **Mark Jackson**, President
A Florida Profit Corporation
FEI/EIN Number: 59-3734154 (FL)

General D. Secory
Witness (Signature)

Printed Name: General D. Secory

By: Mark Jackson
(Signature)

Printed Name: Mark Jackson

Title: President

Amendment to Consultant Services Agreement