

**RESOLUTION NO. 2003-6**

**A RESOLUTION OF THE CITY COUNCIL OF MARATHON, FLORIDA; APPROVING A FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF MARATHON, FLORIDA AND M. T. CAUSLEY, INC., CONCERNING THE PROVISION OF PROFESSIONAL CODE COMPLIANCE SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, on November 27, 2000, City and Contractor entered into an agreement whereby Contractor has provided professional code compliance services to the City (the "Agreement"); and

WHEREAS, City and Contractor desire to amend the Agreement as set forth herein so that Contractor can continue to provide professional code compliance services to the City (the "First Amendment").


**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MARATHON, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

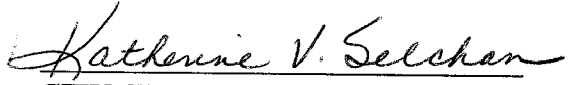
**Section 2. Approving First Amendment Regarding Professional Code Compliance Services.** The First Amendment between the City and Contractor regarding the provision of professional code compliance services to the City, in substantially the form and content as the attached Exhibit "A," is hereby approved. The City Manager and City Attorney are authorized to finalize the Agreement and the Mayor is authorized to sign the Agreement.

**Section 3. Effective Date.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 15<sup>th</sup> day of October, 2002.

  
\_\_\_\_\_  
JOHN BARTUS, MAYOR

ATTEST:

  
\_\_\_\_\_  
KATHERINE V. SELCHAN  
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
CITY ATTORNEY

**SCANNED**  
10/23/02 #6671 KSV

**FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL CODE COMPLIANCE SERVICES BETWEEN THE CITY OF MARATHON, FLORIDA AND M. T. CAUSLEY, INC.**

This First Amendment to Agreement for Code Compliance Services (the "First Amendment") made and entered into this 15<sup>th</sup> day of October, 2002, by and between the City of Marathon, Florida, a municipal corporation of the State of Florida (the "City") and M. T. Causley, Inc., a Florida corporation, providing code compliance services (the "Contractor").

**WHEREAS**, on November 27, 2000, City and Contractor entered into an agreement whereby Contractor has provided professional code compliance services to the City (the "Agreement"); and

**WHEREAS**, City and Contractor desire to amend the Agreement as set forth herein so that Contractor can continue to provide professional code compliance services to the City (the "First Amendment"). A copy of which is attached as Exhibit "A" and incorporated by this reference.

**NOW THEREFORE**, in consideration of the mutual covenants set forth in this First Amendment, the parties agree as follows:

**1. Amendment to Section I. of the Agreement.** The parties hereby amend Section I. of the Agreement to read as follows:

**I. Scope of Services.**

~~The~~ Contractor shall perform professional Code Compliance services for the City, pursuant to Section 162.01, et. seq., Florida Statutes, and the City's Code Compliance Regulations and policies and procedures (the "Services"), consisting of the following:

\*\*\*

In order to maintain an acceptable level of Services, Contractor shall provide on site at City Hall the following minimum staffing of full time personnel:

Two (2) Code Compliance Officers; and

Two (2) administrative assistants, one (1) who shall also serve as Clerk to the City's Code Compliance Board.

**2. Amendment to Section III. of the Agreement.** The parties hereby amend

Section III. of the Agreement to read as follows:

III. Consideration.

A. Effective October 1, 2002, the Contractor shall be paid a lump sum of \$ ~~14,000.00~~ 18,700.00 per month payable in two equal installments upon receipt and approval of an invoice from ~~the~~ Contractor.

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**3. Amendment to Section IX. of the Agreement.** The parties hereby amend

Section IX. of the Agreement to read as follows:

IX. Termination.

A. This Agreement may be terminated by the City or Contractor upon ~~thirty (30) days~~ six (6) months written notice at ~~City's sole discretion~~ without cause ~~and by Contractor upon thirty (30) days written notice at Contractor's sole discretion~~ without cause.

\*\*\*

Unless otherwise terminated, the Agreement shall remain effective through September 30, 2003. The City may extend this Agreement for three (3) additional one (1) year terms, subject to a five percent (5%) annual cost of living increase in compensation.

B. Notwithstanding the above, the City may terminate the services of Contractor with thirty (30) days written notice in the event that Contractor violates any of the provisions of the City's code of ethics or the State's code of ethics.

4. **No Further Modifications.** All other terms and conditions of the Agreement for professional Code Compliance services not in conflict or superseded by this First Amendment shall remain in full force and effect as if set forth in full herein.

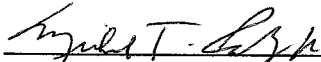
**IN WITNESS WHEREOF**, the parties hereto have accepted, made and executed this First Amendment upon the terms and conditions above stated on the day and year first above written.

**CONTRACTOR:**

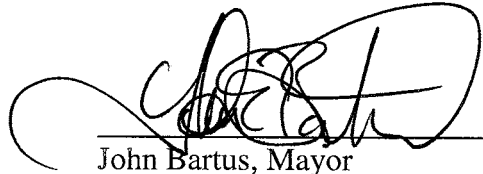
M. T. CAUSLEY, INC.,  
18625 S.W. 293 Terrace  
Homestead, Florida 33030

**CITY:**

CITY OF MARATHON,  
FLORIDA  
10045-55 Overseas Highway  
Marathon, Florida, 33050

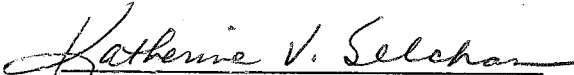


By: Michael T. Causley,  
President



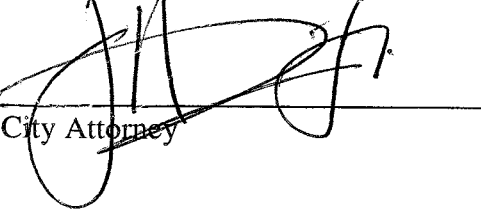
John Bartus, Mayor

Attest:



City Clerk

Approved as to legal form and sufficiency:



City Attorney

# M.T. Causley, Inc.

Construction Inspections, Testing and Consulting

18625 S.W. 293 Terrace • Homestead, FL 33030 • Phone: 305-246-0696 • Fax: 305-242-3716

## PROPOSAL

To:  
City of Marathon

By:  
M.T. Causley, Inc.

M.T. Causley proposes to establish and operate a Code Compliance Department for the City of Marathon as follows:

### M.T. Causley will supply:

1. Personnel
  - a. required to obtain all three levels of Code Enforcement Certification and maintain 16 hours of continuing education which shall consist of:
    - Level I - Fundamentals of Code Enforcement
    - Level II - Administrative Aspects of Code Enforcement
    - Level III - Legal Issues in Code Enforcement
  - b. required to wear uniform with City seal and name of officer (as accepted by City Manager)
2. Transportation – late model small pick-up trucks with City seal prominently displayed (as accepted by City Manager)
3. Communication equipment – two way radios and cellular phones
4. Computers and software
5. Photography equipment
6. Private Detective services
7. Insurance
  - a. Automobile
  - b. Professional Liability
  - c. General Liability
  - d. Workman's Compensation

### The City of Marathon will supply:

1. Furnished office space
2. All stationary and necessary forms
3. Telephone service for office


### Terms and Conditions:

1. The term of the contract will be for three years
2. Termination by either party to require ~~60~~ days notice

**Compensation:**

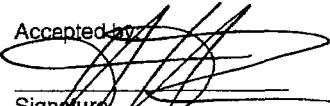
1. Option 1 to include one Code Compliance Officer for 40 hours per week and supervised by Michael Causley at a rate of \$8,600 per month
2. Option 2 to include two Code Compliance Officers for 40 hours per week and supervised by Michael Causley at a rate of \$14,000 per month

Proposed by:

  
Michael T. Causley

9/27/00  
Date

Accepted by:

  
Signature ROBERT MILLER, MAYOR

9/13/2000  
Date