

RESOLUTION NO. 2003-7

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

WHEREAS, on April 13, 2000, City and Contractor entered into an agreement whereby Contractor has provided professional Building Code Administrator services to the City (the "Agreement"); and

WHEREAS, on September 13, 2000, City and Contractor entered into an amendment to the Agreement so that Contractor could continue to provide professional Building Code Administrator services to the City (the "First Amendment"); and

WHEREAS, City and Contractor desire to further amend the Agreement as set forth herein so that Contractor can continue to provide professional Building Code Administrator services to the City (the "Second Amendment").

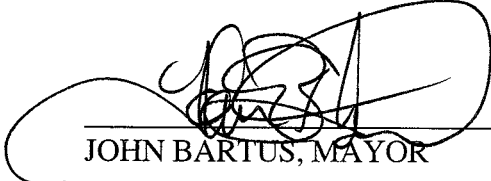
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MARATHON, FLORIDA, AS FOLLOWS:

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

Section 2. Approving Second Amendment Regarding Professional Building Code Administrator Services. The Second Amendment between the City and Contractor regarding the provision of professional building code administrator 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.

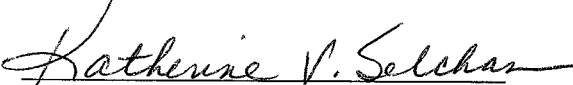
Section 3. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 15th day of October, 2002.



JOHN BARTUS, MAYOR

ATTEST:



KATHERINE V. SELCHAS
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:



CITY ATTORNEY

SCANNED

10/23/02 #6672 KSV

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

This Second Amendment to Agreement for Professional Building Code Administrator Services (the "Second Amendment") made and entered into this 15th 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, authorized to provide services as a Municipal Building Official (the "Contractor").

WHEREAS, on April 13, 2000, City and Contractor entered into an agreement whereby Contractor has provided professional Building Code Administrator services to the City (the "Agreement"); and

WHEREAS, on September 13, 2000, City and Contractor entered into an amendment to the Agreement so that Contractor could continue to provide professional Building Code Administrator services to the City (the "First Amendment"). A copy of which is attached as Exhibit "A" and incorporated by this reference; and

WHEREAS, City and Contractor desire to further amend the Agreement as set forth herein so that Contractor can continue to provide professional Building Code Administrator services to the City.

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

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

I. **Scope of Services.**

A. The Contractor shall perform professional Building Code Administrator services for the City, pursuant to Section 468.01, et. seq., Florida Statutes, (the "Services"), consisting of the following:

1. Supply a Building Official to the City;

2. Provide certified, licensed inspectors to the City ~~every other business day~~, to include requested inspections, re-inspections and partial inspections as required under the ~~Standard~~ Florida Building Code.

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

One (1) Building Official; and

One (1) Building Inspector who shall also serve as the Plumbing Inspector and Mechanical Inspector; and

One (1) administrative assistant who shall also serve as a permit clerk; and

One (1) plans coordinator who shall also serve as a permit clerk.

2. **Amendment to Section III. A. of the First Amendment.** The parties hereby amend Section III. A. of the First Amendment to read as follows:

III. Consideration.

A. Contractor shall be paid a lump sum of \$ ~~16,000.00~~ 24,500.00 per month payable in two equal installments upon receipt and approval of an invoice from the Contractor for the period of August 22, 2000 ~~October 1, 2002~~ through September 30, 2003.

3. **Amendment to Section IX. of the First Amendment.** The parties hereby amend Section IX. of the First Amendment to read as follows:

IX. Termination.

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

~~by Contractor upon sixty (60) 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 ~~an additional term pursuant to mutual agreement of the parties~~ three (3) additional one (1) year terms, subject to a five percent (5%) annual cost of living increase in compensation.

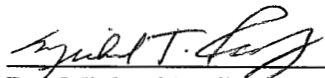
B. Notwithstanding the above, the City may terminate the services of Contractor with thirty (30) days written notice in the event that Contractor violates any of the provisions of the City's code of ethics or the State's code of ethics.

4. No Further Modifications. All other terms and conditions of the First Amendment 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.

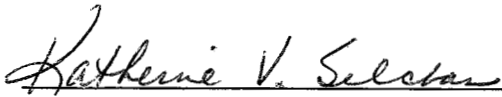
CONTRACTOR:

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



By: Michael T. Causley,
President

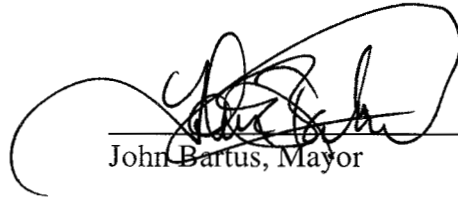
Attest:



Katherine V. Selman
City Clerk

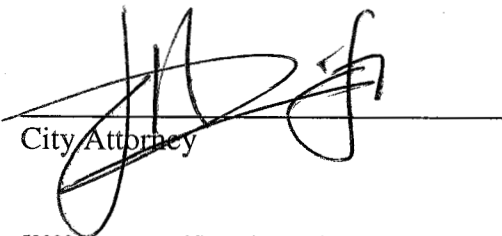
CITY:

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



John Bartus, Mayor

Approved as to legal form and sufficiency:



City Attorney

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