

RESOLUTION NO. 2003-8

A RESOLUTION OF THE CITY COUNCIL OF MARATHON, FLORIDA; APPROVING A SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF MARATHON, FLORIDA AND CALVIN, GIORDANO & ASSOCIATES, INC., CONCERNING THE PROVISION OF PROFESSIONAL PLANNING SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 11, 2000, City and Planner entered into an agreement whereby Planner has provided professional planning services to the City (the "Agreement"); and

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

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

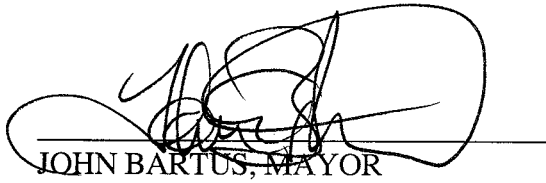
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MARATHON, FLORIDA, AS FOLLOWS:

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

Section 2. Approving Second Amendment Regarding Professional Planning Services. The Second Amendment between the City and Planner regarding the provision of professional planning 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. Selchan
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

W B Q
CITY ATTORNEY

SCANNED

10/23/02 #6673 KSV

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL PLANNING SERVICES BETWEEN THE CITY OF MARATHON, FLORIDA AND CALVIN, GIORDANO & ASSOCIATES, INC.

This Second Amendment to Agreement for Professional Planning 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 Calvin, Giordano & Associates, Inc., a Florida corporation, providing professional planning (the "Planner").

WHEREAS, on April 11, 2000, City and Planner entered into an agreement whereby Planner has provided professional planning services to the City (the "Agreement"); and

WHEREAS, on September 13, 2000, City and Planner entered into an amendment to the Agreement so that Planner could continue to provide professional planning 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 Planner desire to further amend the Agreement as set forth herein so that Planner can continue to provide professional planning services to the City (the "Second Amendment").

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

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

I. **Scope of Services.**

A. The Planner shall perform professional planning services for the City, consisting of the following:

B. In order to maintain an acceptable level of planning services, Planner shall provide on site at City Hall the following minimum staffing of full time personnel:

One (1) planner/biologist; and

One (1) planner; and

One (1) administrative assistant.

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. Planner shall be paid on an hourly basis in accordance with the Fee Schedule attached hereto as Exhibit "A", not to exceed ~~\$20,000.00~~ 23,437.50 per month for the period of ~~October 1, 2000~~ 2002 through September 30, 2003. Fees shall be billed and paid pursuant to monthly invoices.

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

A. This Agreement may be terminated by the City or Planner upon ~~thirty (30) days~~ six (6) months written notice at ~~City's sole discretion~~ without cause ~~and by the Contractor upon sixty (60) days written notice at Contractor's sole discretion without cause.~~ If this Agreement is terminated, the Planner shall be paid for all acceptable work performed up to the date of termination. Unless otherwise terminated, the Agreement shall remain effective through September 30, 2003. The City may extend ~~the~~ 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 Planner with thirty (30) days written notice in the event that Planner 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 to the Agreement for Professional Planning 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.

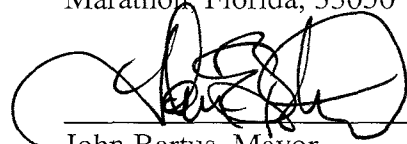
CONTRACTOR:

CALVIN, GIORDANO & ASSOCIATES, INC.
1800 Eller Drive, Suite 600
Ft. Lauderdale, Florida 33316

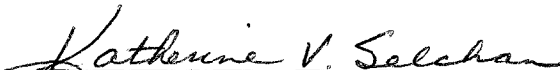

By: John P. Downes, Exec. V.P.

CITY:

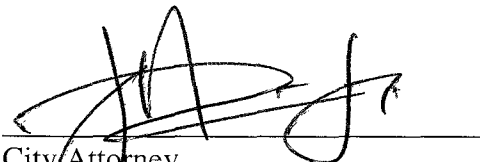
CITY OF MARATHON,
FLORIDA
10045-55 Overseas Highway
Marathon, Florida, 33050


John Bartus, Mayor

Attest:


Katherine V. Selchan
City Clerk

Approved as to legal form and sufficiency:


City Attorney