

Sponsored by: Janke

**CITY OF MARATHON, FLORIDA
RESOLUTION 2003-122**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MARATHON, FLORIDA, APPROVING A FIRST AMENDMENT TO THE
AGREEMENT BETWEEN THE CITY OF MARATHON, FLORIDA AND
ROSASCO, REASIN AND COMPANY CONCERNING THE PROVISION OF
FINANCE DIRECTOR SERVICES**

WHEREAS, on February 4, 2003, the City of Marathon, Florida (the "City") entered into an agreement with Rosasco, Reasin and Company (the "Consultant") for finance director services based on an hourly rate; and

WHEREAS, the City has budgeted funds in the amount of Three Hundred Thousand Seven Hundred Forty Nine dollars (\$319,749.00) for fiscal year 2003-2004 to provide for these services on a flat rate basis; and

WHEREAS, the City and Consultant desire to amend the existing agreement between the parties so that Consultant may continue providing finance director services to the City for a term of one (1) year in accordance with the adopted budget for FY 03/04 (the "First Amendment").

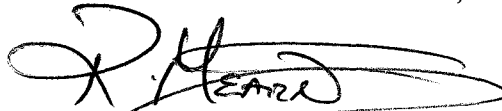
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA THAT:

Section 1. The First Amendment between the City and Consultant regarding the provision of finance director services to the City for a term of one year and in the amount of \$319,749.00, a copy of which is attached as Exhibit "A"; together with such changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is approved.

Section 2. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the city of Marathon, Florida, this 14th day of October, 2003.

THE CITY OF MARATHON, FLORIDA



Randy Mearns, Mayor

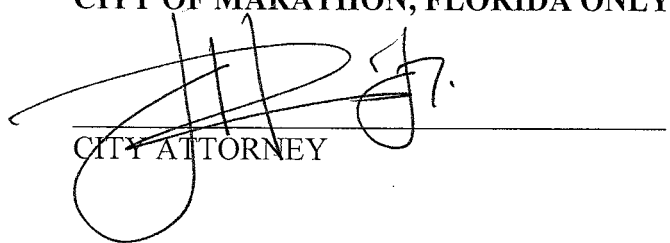
AYES: Bartus, Pinkus, Repetto, Worthington, Mearns
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:


Cindy L. Ecklund, CITY CLERK

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:


CITY ATTORNEY

**FIRST AMENDMENT TO AGREEMENT FOR FINANCE DIRECTOR SERVICES
BETWEEN THE CITY OF MARATHON, FLORIDA AND ROSASCO, REASIN &
COMPANY**

This First Amendment to Agreement for professional financial services (the "First Amendment") made and entered into this 14th day of October, 2003, by and between the City of Marathon, Florida, a municipal corporation of the State of Florida (the "City") and Rosasco, Reasin & Company, a Florida corporation, providing financial services (the "Consultant").

WHEREAS, on February 4, 2003, City and Consultant entered into an agreement whereby Consultant has provided professional finance director services to the City (the "Agreement"); and

WHEREAS, City and Consultant desire to amend the Agreement as set forth herein so that Consultant can continue to provide professional finance director services to the City (the "First Amendment"). A copy of the Agreement 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:

Section 1. Amendment to Section 3 of the Agreement. The parties hereby amend Section 3 of the Agreement to read as follows:

3. COMPENSATION

- 3.1 For all services provided by Consultant as described in Section 2 of this Agreement, the City shall compensate Consultant at the annual rate of \$319,749.

Section 2. Amendment to Section 6 of the Agreement. The parties hereby amend Section 6 of the Agreement to read as follows:

6. TERM

- 6.1. ~~This Agreement shall become effective upon execution by both parties and shall continue through September 30, 2004, unless earlier terminated as provided in Section 7.~~ This Agreement shall become effective upon execution by both parties and shall continue in force for a term of one (1) year from its execution, unless earlier terminated as provided in Section 7.
- 6.2. ~~The City shall have the option to renew this Agreement for a period of up to one year upon the same terms and conditions contained herein upon 30 calendar days written notice to Consultant. Thereafter, any renewal shall be in writing and executed by both parties.~~

EXCEPT AS PROVIDED HEREIN, all other terms and conditions of the agreement dated February 4, 2003, and any subsequent amendments, remain in force and effect.

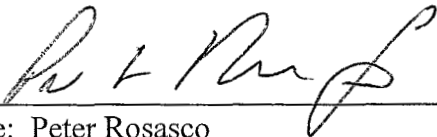
DATED this ___ day of October, 2003.

WITNESSES:


ROSASCO, REASIN & COMPANY

Wendy Johnson
Print Name: Wendy Johnson

Michael Val Hietter
Print Name: Michael Val Hietter

By: 
Print Name: Peter Rosasco
Title: President
Date: 10.8.03

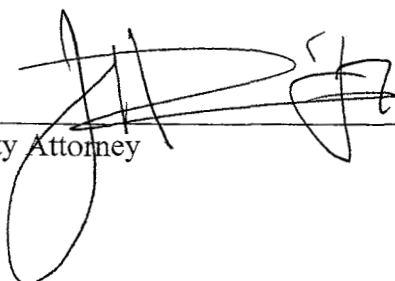
THE CITY OF MARATHON, FLORIDA


William Scott Janke, City Manager

ATTEST:


Cindy L. Ecklund
City Clerk
(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**


City Attorney