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**CITY OF MARATHON, FLORIDA  
RESOLUTION 2003-123**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A THIRD AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF MARATHON, FLORIDA AND M. T. CAUSELY, INC., CONCERNING THE PROVISION OF BUILDING CODE ADMINISTRATOR SERVICES**

**WHEREAS**, on October 14, 2002, the City of Marathon, Florida (the "City") entered into a Second Amendment to the existing agreement with M. T. Causley, Inc. ("Causley") for building code administrator services; and

**WHEREAS**, the City has budgeted funds in the amount of Two Hundred Thirty One Thousand Four Hundred dollars (\$231, 400.00) for fiscal year 2003-2004 to provide for these services; and

**WHEREAS**, the City and Causley desire to amend the existing agreement between the parties so that Causley may continue providing building code administrator services to the City for a term of one (1) year at a revised scope of services and in accordance with the adopted budget for FY 03/04 (the "Third Amendment").

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

**Section 1.** The Third Amendment between the City and Causley regarding the provision of building code administrator services to the City for a term of one year and in the amount of \$231,400.00, a copy of which is attached as Exhibit "A"; together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is approved. The City Manager is authorized to sign the Third Agreement on behalf of the City.

**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.

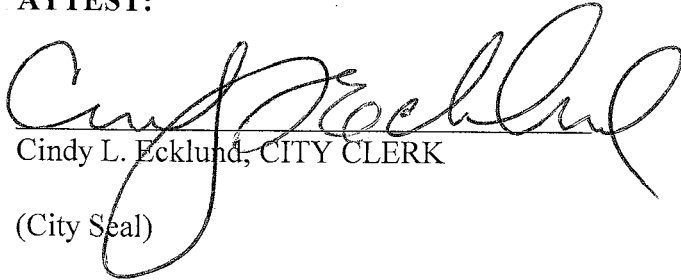
**THE CITY OF MARATHON, FLORIDA**

  
Randy Mearns, Mayor

AYES: Bartus, Pinkus, Repetto, Worthington, Mearns

NOES: None  
ABSENT: None  
ABSTAIN: None

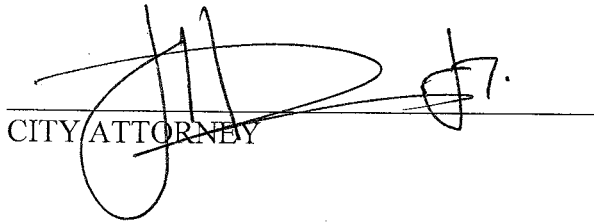
**ATTEST:**



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

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

This Third Amendment to Agreement for Professional Building Code Administrator Services (the "Third Amendment") made and entered into this 14<sup>th</sup> day of October, 2003, 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"), a copy of which is attached as Exhibit "A" and incorporated by this reference; 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**, on October 14, 2002, City and Contractor entered into another amendment to the Agreement so that Contractor could continue to provide professional Building Code Administrator services to the City (the "Second 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.

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

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

**I. Scope of Services.**

A. 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 an on-site/full time Building Official to the City;
2. Provide certified, licensed inspectors and plan reviewer, or individual trade inspector to the City, to include requested inspections, re-inspections and partial inspections as required under the Florida Building Code (the "Building Code");

~~3. Provide certified licensed inspectors in the Marathon area on call for emergency inspections;~~

~~4.3. Review and evaluation of building permit applications, Rate of Growth Ordinance ("ROGO") applications and other land development applications for compliance with all plans and applicable regulations, including the Southern Standard Florida Building Code (the "Building Code"); provide limited customer relations services relating to City permit applicants;~~

~~5.4. Attend and make presentations at City Council meetings and other meetings as necessary;~~

~~6.5. Provide services as Mechanical, Plumbing Plans Examiner and Inspector, Fire Protection, Fire Suppression, Smoke Testing and State Energy Requirements, Building and Electric Plans Examiners/Inspectors.~~

~~7.6. Contractor shall provide, as requested by the City Manager, all known and reported violations (with supporting documentation) of Chapter 6 of the City Code ("Buildings and Construction"), and all other applicable provisions of the City Code.~~

7. Provide such additional services as requested by the City Manager in accordance with the attached schedule of services and fees, which is incorporated herein and made a part of this Third Amendment.

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

**III. Consideration.**

A. Contractor shall be paid a lump sum of \$ ~~24,500.00~~ 19,283.34 per month payable in two equal installments for a total of \$231,400.00 annually upon receipt and approval of an invoice from the Contractor for the period of October 1, 20023 through September 30, 20034.

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Unless otherwise terminated, the Agreement shall remain effective through September 30, 2003~~4~~. ~~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.~~

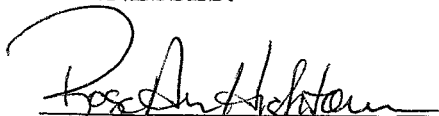
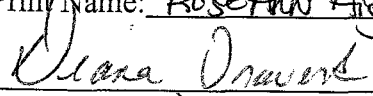
B. Notwithstanding the above, the City may terminate the services of Contractor with thirty (30) days written notice in the event that Contractor violates any of the provisions of the City's code of ethics or the State's code of ethics.

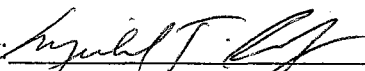
EXCEPT AS PROVIDED HEREIN, all other terms and conditions of the agreement dated October 14, 2002, and any subsequent amendments, remain in force and effect.

DATED this 14<sup>th</sup> day of October, 2003.

**WITNESSES:**

**M. T. CAUSLEY, INC.**

  
Print Name: Rose Ann Hightower  
  
Print Name: DIANA TRAVERS

By:   
Print Name: Michael T. Causley  
Title: President  
Date: October 1, 2003

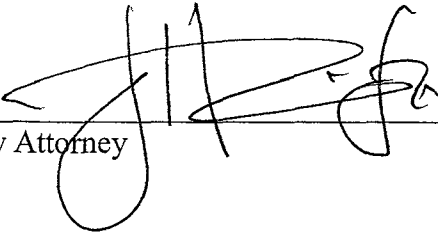
**THE CITY OF MARATHON, FLORIDA**

  
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

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