

**CITY OF MARATHON, FLORIDA
RESOLUTION 2004-120**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A SECOND 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, on October 14, 2003 the City entered into the First Amendment to the Rosasco, Reasin and Company agreement in the amount of Three Hundred Thousand Seven Hundred Forty Nine dollars (\$319,749) for fiscal year 2003-2004 to provide for financial director 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 in accordance with the adopted budget for FY 04/05 (the "Second Amendment").

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

Section 1. The Second Amendment between the City and Consultant regarding the provision of finance director services to the City 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, shall be amended to read as follows;

~~underlined~~ = additions ~~strikethroughs~~ = deletions

* * * * *

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.~~ \$302,300.

* * * * *

3.5 The Consultant shall additionally be reimbursed for services outside the scope of the Agreement with prior approval of the City Manager where reimbursement from other agencies is expected to offset the expense to the City.

* * * * *


6. **TERMS**

6.1 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,~~ of three (3) years from its execution, with annual renewal, unless earlier terminated as provided in Section 7.

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 28th day of September, 2004.

THE CITY OF MARATHON, FLORIDA



Jeffrey M. Pinkus, Mayor

AYES: Bartus, Bull, Mearns, Miller, Pinkus
NOES: None
ABSENT: None
ABSTAIN: None

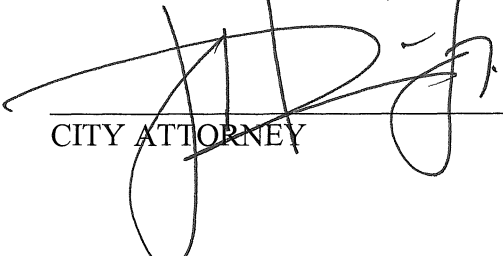
ATTEST:



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

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

This Second Amendment to Agreement for professional financial services (the "Second Amendment") made and entered into this 28th day of September, 2004, 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, on October 14, 2003 the City entered into the First Amendment to the Rosasco, Reasin and Company agreement in the amount of Three Hundred Thousand Seven Hundred Forty Nine dollars (\$319,749) for fiscal year 2003-2004 to provide for financial director services on a flat rate basis; 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 "Second Amendment"). A copy of the Second Amendment is attached as Exhibit "A" and incorporated by this reference.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Second 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 \$302,300.

* * * * *

3.5 The Consultant shall additionally be reimbursed for services outside the scope of the Agreement with prior approval of the City Manager where reimbursement from other agencies is expected to offset the expense to the City.

* * * * *

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

6. TERMS

6.1 This Agreement shall become effective upon execution by both parties and shall continue in force for a term of three (3) years from its execution, with annual renewal, unless earlier terminated as provided in Section 7.


* * * * *

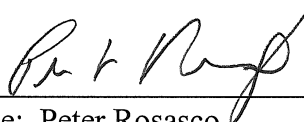
EXCEPT AS PROVIDED HEREIN, all other terms and conditions of the agreement dated February 4, 2003, and any subsequent amendments, remain in force and effect.

DATED this ___ day of September, 2004.

WITNESSES:

ROSASCO, REASIN & COMPANY


Print Name: Clara Perrine

By: 
Print Name: Peter Rosasco
Title: President

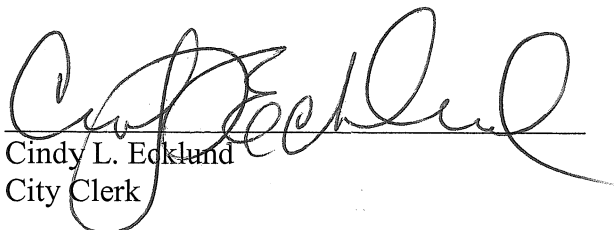

Print Name: Carl Wenson

Date: 9-28-4

THE CITY OF MARATHON, FLORIDA

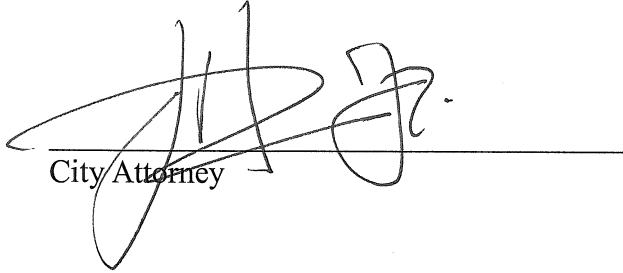

Michael H. Puto, Acting City Manager

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