

**CITY OF MARATHON, FLORIDA
RESOLUTION 2004-121**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MARATHON, FLORIDA, APPROVING A FOURTH 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 April 13, 2000, the City of Marathon, Florida (the "City") entered into a 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, the City of Marathon, Florida (the "City") and the 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 15, 2002, the City of Marathon, Florida (the "City") and the Contractor entered into an Amendment to the Agreement so that Contractor could continue to provide professional Building Code Administrator services to the City (the "Second Amendment"); and

WHEREAS, on October 14, 2003, the City of Marathon, Florida (the "City") and the Contractor entered into an Amendment to the Agreement so that Contractor could continue to provide professional Building Code Administrator services to the City(the "Third Amendment"); and

WHEREAS, the City has budgeted funds in the amount of Two Hundred Forty-Two Thousand Nine Hundred Seventy dollars (\$242,970.00) for fiscal year 2004-2005 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 04/05 (the "Fourth Amendment").

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

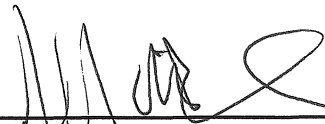
Section 1. The Fourth Amendment between the City and Contractor regarding the provision of building code administrator services to the City for a term of one year and in the amount of \$242,970.00, a copy of which is attached as Exhibit "B"; together with such non-substantial

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 Fourth 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 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

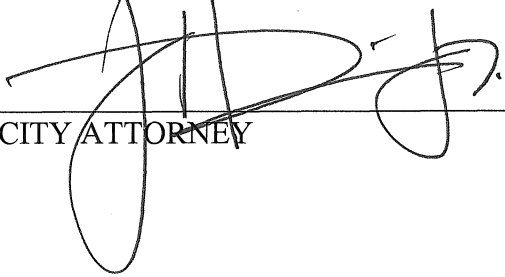
ATTEST:



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

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

This Fourth Amendment to Agreement for Professional Building Code Administrator Services (the“Fourth-A 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 M.T. Causley, Inc., a Florida corporation, authorized to provide services as a Municipal Building Official (the“Contractor”).

WHEREAS, since 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 15, 2002, 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 “Second Amendment”); and

WHEREAS, on October 14, 2003, 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 “Third 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 Fourth-A 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 an on-site/full time Building Official to the City;

2. Provide certified, licensed inspector 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. 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 Florida Building Code; provide limited customer relations services relating to City permit applicants;
4. Attend and make presentations at City Council meetings and other meetings as necessary;
5. Provide services as Mechanical, Plumbing Plans Examiner and Inspector, Fire Protection, Fire Suppression, Smoke Testing and State Energy Requirements, Building and Electrical Plans Examiners/Inspectors.
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 ("Building 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 part of this Fourth-A Amendment.

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 \$20,247.50 per month payable in two equal installments for a total of \$242,970.00 annually upon receipt and approval of an invoice from Contractor for the period of October 1, 2004 through September 30, 2005.

Unless otherwise terminated, the Agreement shall remain effective through September 30, 2005. The City may extend this Agreement for two (2) additional one (1) year terms, subject to a five percent (5%) annual cost of living increase in compensation.

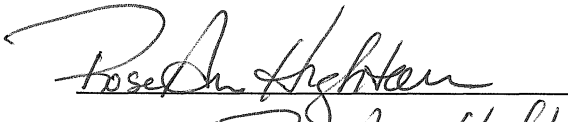
B. Notwithstanding the above, the City may terminate the services of Contractor with thirty (30) days written notice in the event that Contractor violates and of the provisions of the City's code of ethics or the State's code of ethics.


EXCEPT AS PROVIDED HEREIN, all other terms and conditions of the agreement dated September 28, 2004, and any subsequent amendments, remain in force and effect.

DATED this 28th day of September, 2004.

WITNESSES:

M. T. CAUSLEY, INC.


Print Name: Rose Ann Hightower

By: 
Print Name: Michael T. Causley
Title: President


Print Name: _____

Date: 9/22/04

THE CITY OF MARATHON, FLORIDA

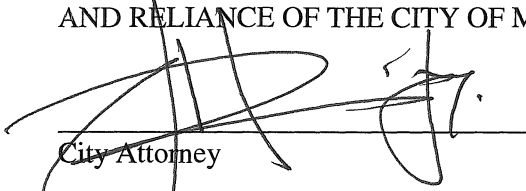

Mike Puto, Acting City Manager

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

Exhibit "A"
CITY OF MARATHON, FLORIDA
AGREEMENT

FOR

PROFESSIONAL BUILDING CODE ADMINISTRATOR SERVICES

THIS AGREEMENT, made and entered into this 13th day of April, 2000, by and between the CITY OF MARATHON, a municipal corporation of the State of Florida, hereinafter referred to as the "City", and M.T. CAUSLEY, Inc., a Florida corporation authorized to provide services as a Municipal Building Official, hereinafter referred to as "Contractor."

IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

I. SCOPE OF SERVICES.

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

1. Supply an Acting Building Official to the City;
2. Provide certified, licensed inspectors to the City every other business day, to include requested inspections, reinspections and partial inspections as required under the Southern Standard Building Code.
3. Provide certified licensed inspectors in the Marathon area on-call for emergency inspections;
4. 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 Building Code (the "Building Code"); Provide limited customer relations services relating to City permit applicants;

5. Attend and make presentations at City Council meetings and other meetings as necessary;
6. 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. Contractor shall provide a biweekly report to the City Manager of 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.

II. COMPLETION OF SCOPE OF SERVICES.

A. Contractor shall use his best efforts to complete the Services within reasonable time limits established by the City.

1. Contractor shall attend meetings and consultations upon 48 hours prior notice;

2. Contractor shall complete plan review approximately ten days from receipt of the application package;

3. Contractor shall perform inspections within 24 hours of request.

B. City shall provide a suitable location at space leased by City for use by Contractor for periodic on-site work.

C. City shall make available to Contractor, pertinent information concerning applications, plans, ordinances and regulations for performance of the Services.

D. Michael T. Causley, Contractor's president and sole employee, shall serve as Contractor's project manager.

III. FEES FOR SERVICES.

A. Contractor shall be paid a lump sum of \$16,000.00 per month, payable in two equal installments upon receipt and approval of an invoice from the contractor.

B. Invoices shall be promptly processed for payment by City pursuant to Sec. 218.70 Fla. Stat. upon receipt of the Contractor's invoice.

C. Contractor shall be entitled to reimbursement for actual costs of copying, telephone, faxes, and courier services.

IV. WORK PRODUCT.

All original sketches and other documents and plans that result from the provision of Services hereunder shall be the property of the City. The Contractor may retain a copy of said documents. Upon termination of this Agreement, or upon request of

the City during the term of this Agreement any and all such documents shall be delivered to the City by the Contractor.

V. INSURANCE.

Contractor shall at all times carry professional liability insurance, workers' compensation insurance, comprehensive general liability insurance, and automotive liability insurance with minimum policy limits for each coverage at minimums as approved by the City Manager with such coverages specifying per occurrence, single limit, for property damage and bodily injury, including death, except that the dollar amount of workers compensation coverage, if applicable, shall be as provided by Chapter 440, Fla. Stat. The City shall be named as an additional insured on all of the above insurance policies, unless prohibited by law. Each insurance policy shall state that it is not subject to cancellation or reduction in coverage without written notice to the City 30 days prior to the effective date of cancellation or reduction of coverage.

VI. ASSIGNMENT.

This Agreement shall not be assignable by the City or Contractor.

VII. PROHIBITION AGAINST CONTINGENT FEES.

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company,

corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

VIII. TERMINATION.

This Agreement may be terminated by the City upon thirty (30) days written notice at City's sole discretion without cause and by the Contractor upon thirty (30) days written notice at Contractor's sole discretion without cause. If this Agreement is terminated, the Contractor shall be paid for all acceptable work performed up to the date of termination.

IX. ENTIRE AGREEMENT.

The parties hereby agree that this is the entire Agreement between the parties. This Agreement cannot be amended or modified without the express written consent of the parties.

X. WARRANTIES OF CONTRACTOR.

The Contractor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services.

XI. NOTICES.

All notices and communications to the City or Contractor shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand

delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

FOR CITY: Mr. Craig Wrathell
Moyer & Associates
210 North University Drive, Suite 301
Coral Springs, Florida 33071
Telephone: (954) 753-5841
Facsimile: (954) 345-1292

WITH A COPY TO: Weiss Serota Helfman Pastoriza & Guedes, P.A.
City Attorney
2665 South Bayshore Drive, Suite 420
Miami, Florida 33133
Telephone: (305) 854-0800
Facsimile: (305) 854-2323

Attention: Nina L. Boniske, Esq.
John R. Herin, Jr., Esq.

CONTRACTOR: Michael T. Causley
18625 S.W. 293 Terrace
Homestead, FL 33030
Telephone: (305) 246-0696

XII. GOVERNING LAW.

This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any litigation hereunder shall be in Monroe County, Florida.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CONTRACTOR:

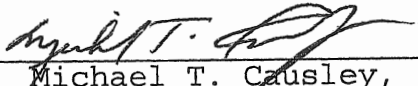
CITY:

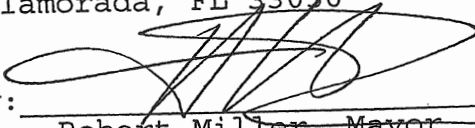
M.T. Causley, Inc.

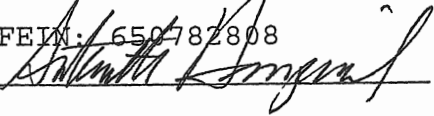
City of Marathon, Florida

18625 S.W. 293 Terrace
Homestead, FL 33030

P.O. Box 500430
Islamorada, FL 33050

By: 
Michael T. Causley,
President

By: 
Robert Miller, Mayor

FEIN: 650782808


ATTEST:
City Clerk



APPROVED:
City Attorney