

Sponsored by: Puto

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2005-014**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
MARATHON, FLORIDA, ADOPTING THE SECOND AMENDMENT TO  
CONTRACT FOR LEGISLATIVE CONSULTING SERVICES WITH  
BARRETO, CUNNINGHAM, MAY, DUDLEY & MALOY, LLC**

**WHEREAS**, the City of Marathon, Florida (the "City") and Barreto, Cunningham, May, Dudley & Maloy, LLC (the "Consultant") have entered into that certain Contract For Legislative Consulting Services, as amended by that certain First Amendment to Contract For Legislative Consulting Services (collectively, the "Agreement"), to provide legislative consulting services on behalf of the City before the Florida Legislature, the executive branch of the Florida government, and various regional and local governments; and

**WHEREAS**, the City and the Consultant wish to make certain amendments to the Agreement including granting the City the right to extend the term and granting the Consultant an increase in its fee.

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

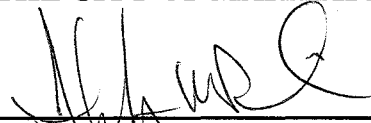
**Section 1.** The above recitals are true and correct and incorporated herein.

**Section 2.** The Second Amendment to Contract for Legislative Consulting Services with Barreto, Cunningham, May, Dudley & Maloy, LLC to implement an extension and to increase the fee, a copy of which is attached as Exhibit "A", together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is approved. Except as amended by the Amendment, no term or condition of the Contract For Legislative Consulting Services shall be modified and the same shall remain in full force and effect.

**Section 3.** This resolution shall take effect immediately upon its adoption.

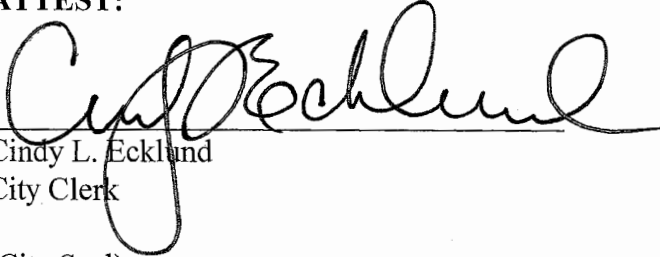
**PASSED AND APPROVED** by the City Council of the City of Marathon, Florida, this 7<sup>th</sup> day of February, 2005.

**THE CITY OF MARATHON, FLORIDA**

  
\_\_\_\_\_  
Jeff Pinkus, Mayor

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

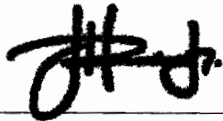
ATTEST:



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

DR

SECOND AMENDMENT TO CONTRACT FOR LEGISLATIVE CONSULTING SERVICES

This Amendment (the "Amendment") is made as of this 17 day of February, 2005 by and between the City of Marathon, a Florida Municipal Corporation (the "City"), and Barreto, Cunningham, May, Dudley & Maloy, LLC, a Florida limited liability company ("Consultant").

WHEREAS, City and Consultant have entered into that certain Contract For Legislative Consulting Services with an Effective Date of Jan. 2005, to provide legislative consulting services on behalf of the City before the Florida Legislature, the executive branch of the Florida government, and various regional and local governments (collectively, the "Agreement"); and

WHEREAS, City and Consultant desire to amend the Agreement upon the terms and conditions hereinafter set forth.

All capitalized terms used herein but not defined herein shall have the meaning ascribed to them in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, City and Consultant covenant and agree as follows:

1. The Agreement is hereby extended for an additional one (1) year period, beginning on the date this Amendment is executed by both parties.
2. The Agreement is hereby amended by deleting Section 2.1 of the Agreement and replacing it with the following which represents a three and one third percent (3 1/3%) cost of living increase:

"For all professional services provided by Consultant described in Section 1, the City shall pay Consultant an annual fee of Thirty-one Thousand Dollars (\$31,000.00) payable in four (4) equal quarterly installments."

3. The Agreement is hereby amended by deleting Section 3.1 of the Agreement and replacing it with the following:

"This Agreement shall be effective immediately upon execution by both parties and shall be for a term of one (1) years. The City Manager shall be authorized to extend the term of this Agreement upon the same terms and conditions for an additional one (1) year period."

4. The Agreement is hereby amended by deleting the notice information for the City contained in Section 11 and replacing it with the following:

Received  
FEB 25 2005  
City Clerk

FOR CITY:

Mike Puto, City Manager  
City of Marathon  
10045-55 Overseas Hwy.  
Marathon, FL 33050

With a copy to:

John Herin, Esquire, City Attorney  
Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.  
150 West Flagler Street, Suite No. 2200  
Miami, FL 33130"

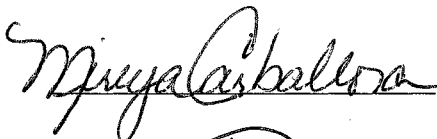
5. This Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original and all of which shall together constitute one and the same agreement. Signature pages may be detached from the various counterparts and attached to a single copy of this document to physically form one document.

6. The foregoing terms and conditions are hereby incorporated into the Agreement. Except as modified herein, the Agreement remains in full force and effect. In the event of any conflict or ambiguity between the Agreement and this Amendment, this Amendment shall control.

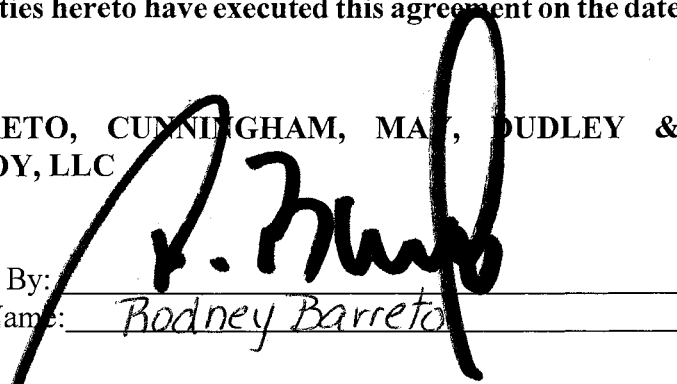
**IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above written.**

**WITNESSED:**

**BARRETO, CUNNINGHAM, MALOY, DUDLEY & MALOY, LLC**

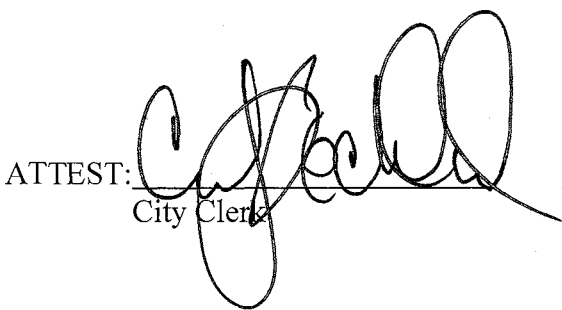
  
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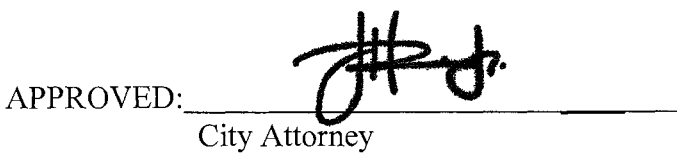
  
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By:   
Print Name: Rodney Barreto

**THE CITY OF MARATHON**

BY:   
Michael H. Puto, City Manager

ATTEST:   
City Clerk

APPROVED:   
City Attorney