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**CITY OF MARATHON, FLORIDA  
RESOLUTION 2005-119**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A FIFTH 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"); 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**, on September 28, 2004, 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 "Fifth Amendment"); and

**WHEREAS**, the Agreement is expiring and has a provision for two (2) additional one (1) year terms extensions subject to a five percent annual cost of living increase in compensation; and

**WHEREAS**, the City of Marathon, Florida (the "City") and the Contractor wish to extend the Agreement for an additional one (1) year; and

**WHEREAS**, the City has budgeted funds in the amount of Two Hundred Fifty-Five Thousand One Hundred Eighteen Dollars Fifty Cents (\$255,118.50) for fiscal year 2005-2006 to provide for these services; and

**WHEREAS**, the City and the Contractor desire to amend the existing agreement between the

parties so that Contractor may continue providing building code administrator services to the City for a term of one (1) year in accordance with the adopted budget for FY 05/06 (the "Fifth Amendment").

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

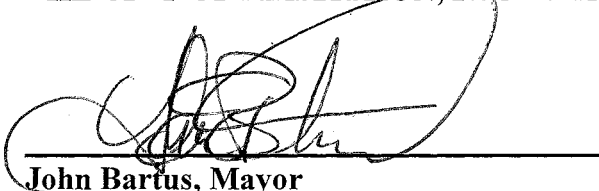
**Section 1.** The above recitals are true and correct and incorporated herein.

**Section 2.** The Fifth 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 \$255,118.50, 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 Fifth Agreement on behalf of the City.

**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 27th day of September, 2005.

**THE CITY OF MARATHON, FLORIDA**



**John Bartus, Mayor**

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

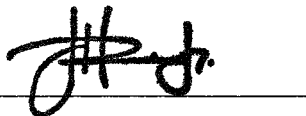
**ATTEST:**



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

**EXHIBIT "A"**

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

**THIS ADDENDUM** to agreement is made and entered into this 27 day of September 2005, between M. T. Causley, Inc. and the City of Marathon concerning the provision of the 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"); 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**, on September 28, 2004, 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 "Fifth Amendment"); and

**WHEREAS**, the Agreement is expiring and has a provision for two (2) additional one (1) year terms extensions subject to a five percent annual cost of living increase in compensation; and

**WHEREAS**, the City of Marathon, Florida (the "City") and the Contractor wish to extend the Agreement for an additional one (1) year; and

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein the parties hereby amend Section III A of the Second Amendment to read as follows:

1. III Consideration

- A. Contractor shall be paid a lump sum of \$21,259.87 per month payable in two equal installments for a total of \$ 255,188.50 annually upon receipt and approval of an invoice from Contractor for the period of October 1, 2005 through September 30,

effective through September 30, 2006. The City may extend this Agreement for one (1) additional term one (1) year terms, subject to a five percent (5%) annual cost of living increase in compensation.

2. The remaining provisions of the contract and amendments remain in full force and effect.

EXCEPT AS PROVIDED HEREIN, all other terms and conditions of the agreement date September 27, 2005, and any subsequent amendments, remain in force and effect.

DATE this 27<sup>th</sup> day of September, 2005

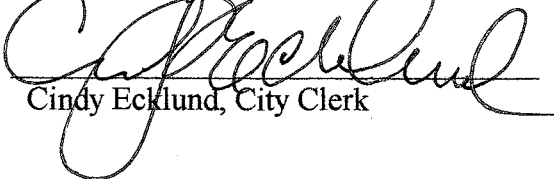
IN WITNESS WHEREOF, the parties have set their hands and seal on the day and year first above written.

City of Marathon

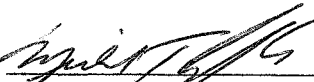
  
\_\_\_\_\_  
Michael H. Puto, City Manager

(SEAL)


ATTEST: City of Marathon Clerk

  
\_\_\_\_\_  
Cindy Ecklund, City Clerk

M. T. Causley, Inc.

By:   
\_\_\_\_\_  
Michael T. Causley, President

Witnesses:

  
\_\_\_\_\_  
Print Name: