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**CITY OF MARATHON, FLORIDA  
RESOLUTION 2005-126**

**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  
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 and Nineteen 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**, on September 28, 2004 the City entered into the Second Amendment to the Rosasco, Reasin and Company agreement in the amount of Three Hundred Two Thousand Three Hundred dollars (\$302,300) for fiscal year 2004-2005 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 05/06 (the "Third Amendment").

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

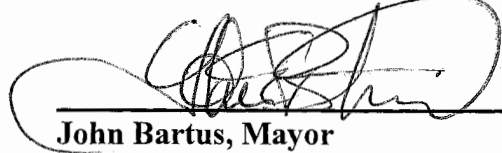
**Section 1.** The above recitals are true and correct and incorporated herein.

**Section 2.** The Third Amendment between the City and Consultant to provide finance director services to the City, a copy of which is 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.

**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"**

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

This Third Amendment to Agreement for professional financial services (the "Third Amendment") made and entered into this 27<sup>th</sup> day of September, 2005, 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 and Nineteen 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**, on September 28, 2004 the City entered into the Second Amendment to the Rosasco, Reasin and Company agreement in the amount of Three Hundred Two Thousand Three Hundred dollars (\$302,300) for fiscal year 2004-2005 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 "Third Amendment").

**NOW THEREFORE**, in consideration of the mutual covenants set forth in this Third 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 Except as provided herein, for all services provided by Consultant as described in Section 2 of this Agreement, the City shall compensate Consultant at the annual rate of \$336,300.
- 3.5 For any services relating to the administration , planning and development of stormwater, wastewater or reclaimed water projects consultant shall be compensated at a rate of \$150.00 per hour. Said compensation shall be paid from any special assessment fund, municipal service taxing unit, or other applicable fund established for said purpose.

\* \* \* \* \*

\* \* \* \* \*

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 27<sup>th</sup> day of September, 2005.

**WITNESSES:**

**ROSASCO, REASIN & COMPANY**

Wendy Friedman  
Print Name: Wendy Friedman

By: P. Rosasco  
Print Name: Peter Rosasco  
Title: President

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

Date: \_\_\_\_\_

**THE CITY OF MARATHON, FLORIDA**

Michael H. Puto  
Michael H. Puto, City Manager

**ATTEST:**

Cindy L. Ecklund  
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:**

J. H. J.  
City Attorney