

Sponsored by:

**CITY OF MARATHON, FLORIDA
RESOLUTION 2005-154**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MARATHON, FLORIDA, AMENDING THE EMPLOYMENT AGREEMENT
WITH MICHAEL H. PUTO**

WHEREAS, the City of Marathon, Florida (the "City") and Michael H. Puto (the "Puto") have entered into that certain Employment Agreement (the "Agreement"), to hire Puto as the City Manager; and

WHEREAS, the City and the Puto wish to make certain amendments to the Agreement.

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

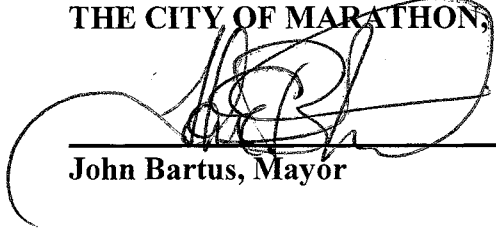
Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The First Amendment to Employment Agreement with Michael H. Puto a copy of which is attached as Exhibit "A", together with such non-material changes as may be acceptable to the Mayor 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 Employment Agreement shall be modified and the same shall remain in full force and effect. The Mayor is authorized to sign the First Amendment 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 1st day of November, 2005.

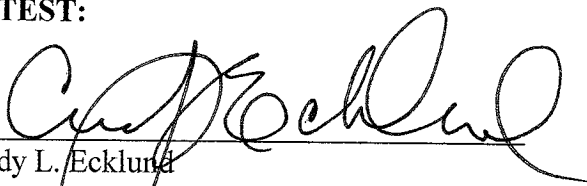
THE CITY OF MARATHON, FLORIDA



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

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment (the "Amendment") is made as of this 1st day of November, 2005 by and between the City of Marathon, a Florida Municipal Corporation (the "City") and Michael H. Puto ("Puto").

WHEREAS, City and Puto have entered into that certain Employment Agreement to hire Puto as the city manager for the City (the "Agreement"); and

WHEREAS, City and Puto 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 Puto covenant and agree as follows:

1. Section 8.1 is deleted in its entirety and replaced with the following:

The City Manager shall accrue vacation time at the rate of 15 days (120 hours) per year, with a cap of 120 hours. Once 120 hours is reached, City Manager will stop accruing vacation time until vacation time is used and the accrual amount goes below 120 hours once again. For the purposes of accrual under this subsection, the first pay period shall commence on October 1, 2004.

2. Section 8.2 is deleted in its entirety and replaced with the following:

The City Manager shall accrue sick time at the rate of ten sick days per year and any unused sick days will carry over year-to-year until a maximum of 560 hours has accrued. For the purposes of accrual under this subsection, the first pay period shall commence on October 1, 2004.

3. 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.
4. 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.

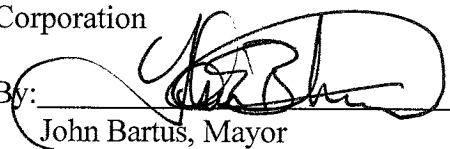
IN WITNESS WHEREOF, the City, by signature of the Mayor as authorized by Resolution 2005-154 adopted November 1, 2005, and the City Manager have signed and executed this First Amendment on the day and year first above written.

Michael H. Puto



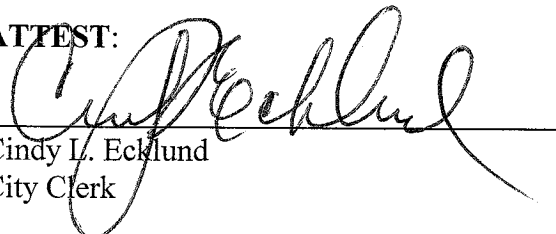
THE CITY OF MARATHON, a Florida Municipal Corporation

By: _____



John Bartus, Mayor

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