

Sponsored by: Puto

**CITY OF MARATHON, FLORIDA
RESOLUTION 2006-146**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A SIXTH 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 with M.T. Causley, Inc. (the "Contractor") whereby Contractor has provided professional Building Code Administrator services to the City (the "Agreement"); and

WHEREAS, on September 13, 2000, 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 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 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 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 "Fourth Amendment"); and

WHEREAS, on September 13, 2005, 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 an additional one (1) year term extension subject to a five percent annual cost of living increase in compensation; however, the City and the Contractor wish to increase the compensation for the cost of living increase to eight percent; and

WHEREAS, the City has budgeted funds in the amount of Two Hundred Seventy-Five Thousand Five Hundred Twenty-Seven Dollars Ninety-Eight Cents (\$275,527.98) for fiscal year 2006-2007 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 06/07 (the "Sixth 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 Sixth 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 \$275,527.98, a copy of which is attached as Exhibit "G"; 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 Sixth 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 26th day of September, 2006.

THE CITY OF MARATHON, FLORIDA



Christopher M. Bull, Mayor

AYES: Mearns, Pinkus, Tempest, Worthington, Bull
NOES: None
ABSENT: None
ABSTAIN: None

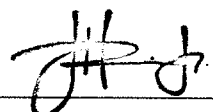
ATTEST:



Diane Clavier, 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"

SIXTH 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 26th day of September 2006, between M. T. Causley, Inc. (the "Contractor") and the City of Marathon (the "City") concerning the provision of the Building Code Administrator Services.

WHEREAS, on April 13, 2000, the City of Marathon, Florida (the "City") entered into an Agreement whereby Contractor has provided professional Building Code Administrator services to the City (the "Agreement") A copy of the Agreement is attached hereto as Exhibit "A"; 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") A copy of the Agreement is attached hereto as Exhibit "B"; 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") A copy of the Agreement is attached hereto as Exhibit "C"; 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") A copy of the Agreement is attached hereto as Exhibit "D"; 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 "Fourth Amendment") A copy of the Agreement is attached hereto as Exhibit "E"; and

WHEREAS, on September 13, 2005, 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") A copy of the Agreement is attached hereto as Exhibit "F"; and

WHEREAS, the City of Marathon, Florida (the "City") and the Contractor wish to extend the Agreement for an additional one (1) year and increase the compensation eight percent; 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. Amendment to Section III of the Fifth Amendment. The parties hereby amend Section III of the Fifth Amendment to read as follows:

III Consideration

- A. Contractor shall be paid a lump sum of ~~\$21,259.87~~ \$22,960.66 per month payable in two equal installments for a total of ~~\$255,188.50~~ \$ 275,527.98 annually upon receipt and approval of an invoice from Contractor for the period of ~~October 1, 2005~~ October 1, 2006 through ~~September 30, 2006~~ September 30, 2007. Unless otherwise terminated, the Agreement shall remain effective through September 30, 2007. The City may extend this Agreement for one (1) additional term one (1) year terms, subject to a five percent (5%) ~~eight percent (8%) annual cost of living~~ increase in compensation.

EXCEPT AS PROVIDED HEREIN, all other terms and conditions of the agreement dated April 13, 2000, and any subsequent amendments, remain in force and effect.

DATED this 26th day of September, 2006

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

City of Marathon

(SEAL)

ATTEST: City of Marathon Clerk



Michael H. Puto, City Manager




Diane Clavier, City Clerk

M. T. Causley, Inc.

Witnesses:

By:


Michael T. Causley, President



Print Name: