

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2006-156**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A FOURTH AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF MARATHON, FLORIDA AND BISHOP, ROSASCO AND COMPANY AS THE SUCCESSOR IN INTEREST TO 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 schedule (the Agreement"); and

**WHEREAS**, on October 14, 2003 the City and Consultant entered into the First Amendment to the Agreement to provide for a flat rate payment of Three Hundred Thousand Seven Hundred Forty Nine dollars (\$319,749) to Consultant for finance director services for fiscal year 2003-2004; and

**WHEREAS**, on September 28, 2004 the City and Consultant entered into the Second Amendment to the Agreement to provide for a flat rate payment of Three Hundred Thousand Seven Hundred Forty Nine dollars (\$302,300) to Consultant for finance director services, to amend the scope of services of the Agreement, and for payment to the Consultant, based upon an hourly rate schedule, for services provided in accordance with the amended scope of services for fiscal year 2004-2005 (the "Second Amendment"); and

**WHEREAS**, on September 27, 2005 the City and Consultant entered into the Third Amendment to the Agreement to provide for the flat rate payment of Three Hundred Thousand Seven Hundred Forty Nine dollars (\$336,300) to Consultant for finance director services, and for payment to the Consultant for services provided in accordance with the amended scope of services in the Second Amendment for fiscal year 2005-2006; and

**WHEREAS**, by operation of law Bishop, Rosasco and Company is the successor in interest to the Consultant; and

**WHEREAS**, the City and Consultant desire to amend the Agreement (as modified by the First, Second and Third Amendments) between the parties so that Consultant may continue providing finance director services to the City in accordance with the adopted budget for fiscal year 2006-2007, and to consent to the assignment of the Agreement to Bishop, Rosasco and Company as the successor in interest to the Consultant (the "Fourth Amendment").

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

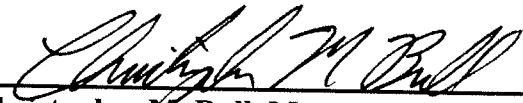
**Section 1.** The above recitals are true and correct and incorporated herein.

**Section 2.** The Fourth 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. The City Council authorizes the City Manager to execute the Fourth 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 26th day of September, 2006.

**THE CITY OF MARATHON, FLORIDA**

  
\_\_\_\_\_  
Christopher M. Bull, Mayor

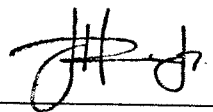
AYES: Mearns, Pinkus, Tempest, Worthington, Bull  
NOES: None  
ABSENT: None  
ABSTAIN: None

**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"**

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

This Fourth Amendment to the Agreement for professional financial services (the "Fourth Amendment") made and entered into this 26<sup>th</sup> day of September, 2006, by and between the City of Marathon, Florida, a municipal corporation of the State of Florida (the "City") and Bishop, Rosasco & Company as the successor in interest by operation of law to Rosasco, Reasin & Company, a Florida corporation, providing financial services (the "Consultant").

**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 schedule (the Agreement"); and

**WHEREAS**, on October 14, 2003 the City and Consultant entered into the First Amendment to the Agreement to provide for a flat rate payment of Three Hundred Thousand Seven Hundred Forty Nine dollars (\$319,749) to Consultant for finance director services for fiscal year 2003-2004; and

**WHEREAS**, on September 28, 2004 the City and Consultant entered into the Second Amendment to the Agreement to provide for a flat rate payment of Three Hundred Thousand Seven Hundred Forty Nine dollars (\$302,300) to Consultant for finance director services, to amend the scope of services of the Agreement, and for payment to the Consultant, based upon an hourly rate schedule, for services provided in accordance with the amended scope of services for fiscal year 2004-2005 (the "Second Amendment"); and

**WHEREAS**, on September 27, 2005 the City and Consultant entered into the Third Amendment to the Agreement to provide for the flat rate payment of Three Hundred Thousand Seven Hundred Forty Nine dollars (\$336,300) to Consultant for finance director services, and for payment to the Consultant for services provided in accordance with the amended scope of services in the Second Amendment for fiscal year 2005-2006; and

**WHEREAS**, by operation of law Bishop, Rosasco and Company is the successor in interest to the Consultant; and

**WHEREAS**, the City and Consultant desire to amend the Agreement (as modified by the First, Second and Third Amendments) between the parties so that Consultant may continue providing finance director services to the City in accordance with the adopted budget for fiscal year 2006-2007, and to consent to the assignment of the Agreement to Bishop, Rosasco and Company as the successor in interest to the Consultant (the "Fourth Amendment").

**NOW THEREFORE**, in consideration of the mutual covenants set forth in this Fourth 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 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~~ \$360,348.

\* \* \* \* \*

**Section 2. Amendment to Section 6 of the Agreement.** The parties hereby amend Section 6 of the Agreement to read as follows:

**6. TERM**

6.1 This Agreement shall become effective upon execution by both parties and shall continue through September 30, ~~2006~~ 2007, unless earlier terminated as provided in Section 7.

\* \* \* \* \*

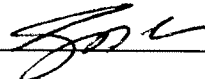
**Section 3. Assignment of Agreement.** In accordance with Section 15.1 of the Agreement, the City consents to the assignment of the Agreement to Bishop, Rosasco & Company as successor in interest to Rosasco, Reasin & Company.

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 26<sup>th</sup> day of September, 2006.

**WITNESSES:**

**BISHOP ROSASCO & COMPANY**

  
\_\_\_\_\_

Print Name: C. Lawson

  
\_\_\_\_\_

Print Name: Amanda L. Smith


By:   
\_\_\_\_\_

Print Name: Peter Rosasco

Title: President

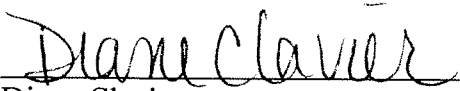
Date: 9/28/06

**THE CITY OF MARATHON, FLORIDA**

  
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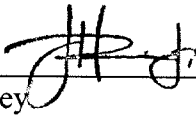
Michael H. Puto, City Manager

**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:**

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City Attorney