

Sponsored by: Cinque

**CITY OF MARATHON, FLORIDA
RESOLUTION 2009-162**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A FIRST AMENDMENT TO THE 2009 AGREEMENT BETWEEN THE CITY OF MARATHON, FLORIDA AND BISHOP, ROSASCO, & COMPANY CONCERNING THE PROVISION OF PROFESSIONAL SERVICES TO INCLUDE ACTING CITY MANAGER SERVICES, AUTHORIZING THE MAYOR AND CITY ATTORNEY TO FINALIZE THE TERMS AND CONDITIONS OF THE FIRST AMENDMENT; AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on September 22, 2009, City and Bishop, Rosasco & Company (“Consultant”) entered into an agreement whereby Consultant has provided professional finance director services to the City (the “2009 Agreement”); and

WHEREAS, City and Consultant desire to amend the 2009 Agreement so that Consultant can also provide Acting City Manager services to the City.

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.

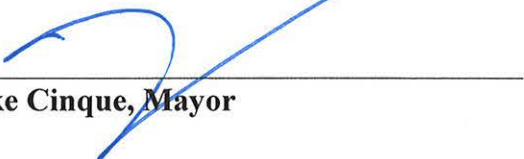
Section 2. The City Council hereby approves the First Amendment to the 2009 Agreement (“First Amendment”) between the City and Consultant for the provision of Acting City Manager services by the Consultant, together with such changes as may be acceptable to the Mayor and subject to approval as to form and legality by the City Attorney. A copy of the First Amendment is attached hereto and incorporated herein as Exhibit “A.”

Section 3. The Mayor is authorized to execute the First Amendment on behalf of the City.

Section 4. 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 October, 2009.

THE CITY OF MARATHON, FLORIDA



Mike Cinque, Mayor

AYES: Ramsay, Snead, Worthington, Cinque
NOES: None
ABSENT: None
ABSTAIN: Vasil

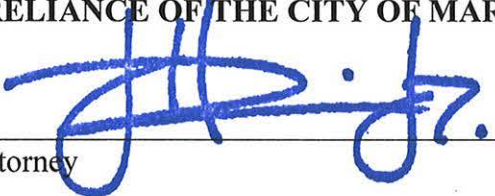
ATTEST:



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

**FIRST AMENDMENT TO 2009 AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF MARATHON, FLORIDA AND BISHOP, ROSASCO &
COMPANY**

This First Amendment to 2009 Agreement for professional services (the "2009 First Amendment") made and entered into this 27th day of October, 2009, by and between the City of Marathon, Florida, a municipal corporation of the State of Florida (the "City") and Bishop, Rosasco & Company, a Florida corporation, providing professional services (the "Consultant").

WHEREAS, on September 22, 2009, City and Consultant entered into an agreement whereby Consultant has provided professional finance director services to the City (the "2009 Agreement"); and

WHEREAS, City and Consultant desire to amend the Agreement as set forth herein so that Consultant can also provide Acting City Manager services to the City. A copy of the 2009 Agreement is attached hereto as Exhibit "A" and incorporated by this reference.

NOW THEREFORE, in consideration of the mutual covenants set forth in this 2009 First Amendment, the parties agree as follows:

Section 1. Amendment to Section 1 of the 2009 Agreement. The parties hereby amend Section 1 of the 2009 Agreement to read as follows:

1. AUTHORIZATION

1.1 The Consultant shall be designated as the City's Acting City Manager and Finance Director. In such capacity as Acting City Manager, the consultant shall have all powers and perform all duties and responsibilities specified in the Scope of Services to the City, prescribed in the Charter and applicable sections of the City Code and Florida and Federal law. In such capacity as Finance Director, the consultant shall provide the services specified in the Scope of Services to the City, in accordance with the Generally Accepted Governmental Accounting Standards.

1.2 ~~The City Manager shall be responsible for the direction and supervision of the Consultant. Peter L. Rosasco is designated by the City Council to perform the Acting City Manager functions by Consultant, and Jennifer Zimmer is designated by the City Council to perform the Finance Director functions by the Consultant.~~

Section 2. Amendment to Section 2 of the 2009 Agreement. The parties hereby amend Section 2 of the 2009 Agreement to read as follows:

2. SCOPE OF SERVICES

2.9 Acting City Manager

2.9.1 The Acting City Manager shall carry out the policy directives of the City Council.

2.9.2 The Acting City Manager shall provide the City Council with a monthly report, which shall include a list of directives from the City Council and the status of achievements of the same.

2.9.3 The Acting City Manager shall devote the amount of time and energy that is necessary to perform his duties under this Agreement.

2.9.4 The Acting City Manager shall perform such other duties as may be assigned by the City Council from time to time.

Section 3. Amendment to Section 3 of the 2009 Agreement. The parties hereby amend Section 3 of the 2009 Agreement to read as follows:

3. COMPENSATION

- 3.1 For all of the services provided by Consultant in its capacity as Acting City Manager as described in Section 2 of this Agreement, the City shall compensate Consultant at the monthly rate of \$8,975.00. Monthly compensation shall be prorated as necessary.
For all services provided by Consultant in its capacity as Finance Director as described in Section 2 of this Agreement, the City shall compensate Consultant at the annual rate of \$362,736. The Consultant shall provide the City with a monthly invoice.

Section 4. Amendment to Section 6 of the Agreement. The parties hereby amend Section 6 of the 2009 Agreement to read as follows:

6. TERM

- 6.1 The provisions of this Agreement pertaining to the Consultant's services as Acting City Manager shall become effective October 20, 2009 and shall continue until the City Council designates a permanent City Manager. At such time, this First Amendment to 2009 Agreement shall automatically lapse with no further action required by City or Consultant. The provisions of this Agreement pertaining to the Consultant's services as Finance Director shall become effective October 1, 2009 and shall continue through September 30, 2010, unless terminated as provided in Section 7.

EXCEPT AS PROVIDED HEREIN, all other terms and conditions of the agreement dated September 24, 2009, and any subsequent amendments, remain in force and effect.

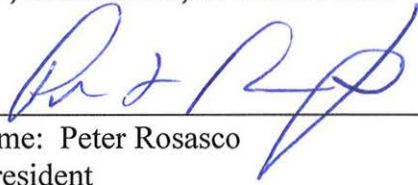
DATED this 27th day of October, 2009.

WITNESSES:


Print Name: Mary Thorley


Print Name: Diane clavier


BISHOP, ROSASCO, & COMPANY

By: 
Print Name: Peter Rosasco
Title: President

THE CITY OF MARATHON, FLORIDA


Mike Cinque, Mayor

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