

Sponsored by: Keating

**CITY OF MARATHON, FLORIDA
RESOLUTION 2012-17**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A THIRD AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN ROGER HERNSTADT AND THE CITY OF MARATHON, FLORIDA FOR CITY MANAGER SERVICES; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Charter of the City of Marathon, Florida (the "City") establishes a Council-Manager form of government pursuant to which the City Manager is the Chief Administrative Officer of the City; and

WHEREAS, on February 1, 2010, the City Council entered into an Employment Agreement (the "Agreement") with Roger Hernstadt ("Hernstadt") for the provision of professional city manager services, which Agreement was amended on June 22, 2010 (the "First Amendment") and July 12, 2011 (the "Second Amendment"); and

WHEREAS, the City and Hernstadt desire to enter into a third amendment to the Agreement (the "Third Amendment").

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

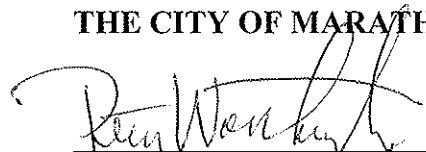
Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The Third Amendment to the Agreement between the City and Hernstadt, attached hereto as Exhibit "A," together with such non-material changes as may be made by the City Attorney is hereby approved. The Mayor is authorized to execute the Third Amendment on behalf of the City.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 14th DAY OF FEBRUARY, 2012.

THE CITY OF MARATHON, FLORIDA



Pete Worthington, Mayor

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

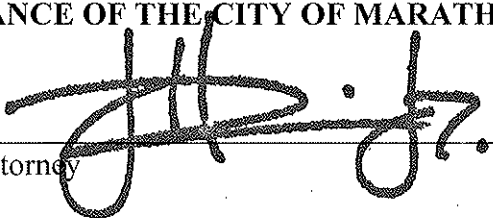
ATTEST:



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

THIRD AMENDMENT TO
CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF MARATHON AND ROGER HERNSTADT

This Third Amendment to the Employment Agreement (the "Second Amendment") is made and entered into this 14th day of February, 2012, between the City of Marathon, Florida, a Florida municipal corporation, (the "City") and Roger Hernstadt ("Hernstadt" or "City Manager").

RECITALS:

WHEREAS, on January 26, 2010, the City and Hernstadt entered into an agreement for City Manager services (the "Agreement"), attached as Exhibit "A;" and

WHEREAS, on June 22, 2010, the City and Hernstadt entered into a First Amendment to the Agreement (the "First Amendment"), attached as Exhibit "B; and

WHEREAS, on July 12, 2011, the City and Hernstadt entered into a Second Amendment to the Agreement (the "Second Amendment"), attached as Exhibit "C"; and

WHEREAS, the City Council desires to further amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the promises and mutual covenants set forth in this Second Amendment, the parties hereby amend the Agreement to read as follows:¹

Section 1. Amendment to Section 2.1

2.1 The City Manager shall receive an annual salary in the amount of \$145,000.00, payable in equal installments in accordance with the City's existing pay periods. Salary adjustments shall be at the discretion of the City Council as specified in Section 3.2 of this agreement.

Section 2. Amendment to Term of Agreement

This Agreement shall commence on February 14, 2012, and shall expire on June 30, 2015. The City Council may, in its sole discretion, elect to extend this agreement for an additional two (2) year periods on such terms and conditions mutually agreeable between the City and Hernstadt. Pursuant to Article 7 of the City Charter, this agreement shall be terminable at the will of a majority of the City Council.

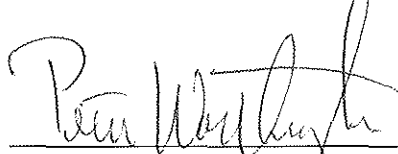
Section 3. Miscellaneous

All other terms and conditions of the Agreement not in conflict or superseded by the First, Second Amendment or this Third Amendment shall remain in full force and effect as if set forth herein.

¹ / Additions to existing text are shown by underline; deletions are shown by ~~strikeout~~.

IN WITNESS WHEREOF, the City, by signature of the Mayor as authorized by a vote of the City Council and the City Manager have signed and executed this Agreement the day and year first above written.

THE CITY OF MARATHON, FLORIDA



Mayor Pete Worthington

CITY MANAGER



Roger Hernstadt

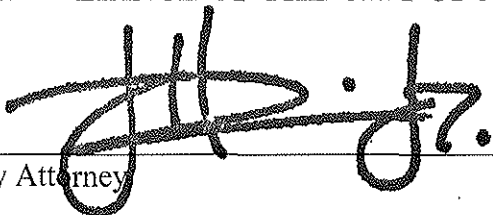
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City Attorney