

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2014-80**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY AND BISHOP, ROSASCO AND CO., IN AN AMOUNT OF \$315,736.00 PLUS ADDITIONAL HOURLY RATE COMPENSATION NOT TO EXCEED \$60,000 PER YEAR FOR ADDITIONAL CONSULTING SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE EXTENSION AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, pursuant to Resolution 2010-75, the City and Consultant entered into a contract for professional services, to wit: to perform all services generally provided by the City's Finance Director("Contract"); and

**WHEREAS**, the City and Consultant have agreed to reduce the cost of those services in accordance with the terms set forth herein; and

**WHEREAS**, the parties wish to document their negotiated agreement in this Amendment to decrease the compensation amounts as set forth in Paragraph 3 of the Contract attached hereto as Exhibit "A".

**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.** An amendment to the Agreement between the City and Consultant, attached hereto as Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney is hereby approved. The City Manager is authorized to sign the amendment and expend budgeted funds 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 22<sup>nd</sup> DAY OF JULY, 2014.

THE CITY OF MARATHON, FLORIDA

  
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Dick Ramsay, Mayor

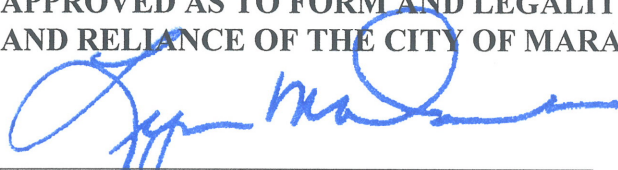
AYES: Bartus, Bull, Keating, Senmartin, Ramsay  
NOES: None  
ABSENT: None  
ABSTAIN: None

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:

  
\_\_\_\_\_  
Lynn M. Dannheisser, City Attorney

**AMENDMENT  
TO CONTRACT BETWEEN THE CITY OF MARATHON, FLORIDA  
AND BISHOP, ROSASCO AND COMPANY FOR PROFESSIONAL SERVICES**

This Amendment to the Contract for professional services (“Amendment”) between the City of Marathon, Florida, a municipal corporation of the State of Florida (“City”) and Bishop Rosasco and Company ("Consultant") .

**WHEREAS**, pursuant to Resolution 2010-75, the City and Consultant entered into a contract for professional services, to wit: to perform all services generally provided by the City's Finance Director(“Contract”). A copy of the Contract is attached hereto as Exhibit “A” and incorporated by this reference; and

**WHEREAS**, the City and Consultant have agreed to reduce the cost of those services in accordance with the terms set forth herein; and

**WHEREAS**, the parties wish to document their negotiated agreement in this Amendment to decrease the compensation amounts as set forth in Paragraph 3 of the Contract.

**NOW THEREFORE**, in consideration of the mutual covenants set forth in this Amendment, the parties agree as follows:<sup>1</sup>

**Section 1. Amendment to Section 3 of the Contract.** The parties hereby amend Section 3 of the Contract as follows:

**3. Compensation/Payment**

**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 \$315,736 to be paid in twelve monthly installments. The Consultant shall provide the City with a monthly invoice.

**3.3** The Consultant shall additionally be compensated at the hourly rates set forth in the attached Exhibit "A" for such services as, but not be limited to, capital program financial consulting for the City's wastewater and storm water utility projects. For the balance of this fiscal year (August 1-September 30, 2014), the compensations shall not exceed \$5000 per month. Thereafter, for so long as the contract is in effect, the total amount annual shall not exceed \$60,000, unless approved by the City Council. The Consultant shall provide the City with a monthly invoice for these additional services with sufficient detail of hours worked and tasks performed by the Consultant.

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**Section 2. Amendment to Section 13. of the Contract.** The parties hereby amend Section 13 on Notices/Authorized Representatives to update same as follows;

**13. NOTICES/AUTHORIZED REPRESENTATIVES**

13.1. Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by private postal service, by registered or certified mail with postage prepaid return receipt requested, addressed to the parties at the following addresses:

For the City:  
City of Marathon  
Attention: Michael Puto, City Manager  
9805 Overseas Highway  
Marathon, Florida 33050  
Telephone: (305) 743-0033  
Facsimile: (305) 743-3667

With a copy to:  
GrayRobinson P.A.  
Attention: Lynn M. Dannheisser, Esq.  
1221 Brickell Avenue, 16<sup>th</sup> Floor  
Miami, FL 33131  
Telephone: (305) 416-6880  
Facsimile: (305) 416-6887

For Consultant:  
Bishop, Rosasco and Company  
Attention: Peter Rosasco, CPA  
8085 Overseas Highway  
Marathon, Florida 33050  
Telephone: (305) 743-6586  
Facsimile: (305) 743-0726

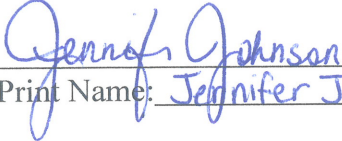
Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions hereof.


**EXCEPT AS PROVIDED HEREIN**, all other terms and conditions of the Contract as extended by Resolution 2013-51 dated June 25, 2013 shall remain in full force and effect.

DATED this 22nd day of July, 2014.

WITNESSES:

BISHOP, ROSASCO AND COMPANY.

  
Print Name: Jennifer Johnson

By:   
Print Name: Peter Rosasco  
Title: President

  
Print Name: Susan Geary

THE CITY OF MARATHON, FLORIDA

  
Michael 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:

  
Lynn M. Dannheisser, City Attorney