

**CITY OF MARATHON, FLORIDA
RESOLUTION 2015-101**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY AND BISHOP, ROSASCO AND CO., FOR A SIX MONTH EXTENSION TO THE AGREEMENT; 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"). A copy of the Contract is attached hereto as Exhibit "A" and incorporated by this reference; and

WHEREAS, pursuant to Resolution 2013-51, the City and Consultant have agreed to the first extension of the contract and pursuant to Resolution 2014-80 the City and Consultant agreed to a reduction in the compensation amounts; and

WHEREAS, the parties wish to document their negotiated agreement in this Second Amendment to extend the agreement for six months. All other terms and conditions of the Contract and previous amendments shall remain in full force and effect.

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 second 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 8th DAY OF SEPTEMBER, 2015.

THE CITY OF MARATHON, FLORIDA



Mayor Chris Bull

AYES: Keating, Kelly, Senmartin, Zieg, Bull
NOES: None
ABSENT: None
ABSTAIN: None

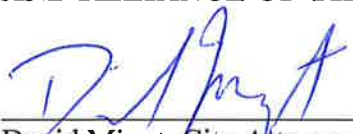
ATTEST:



Diane Clavier, City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:



David Migut, City Attorney

**AMENDMENT II
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") is made and entered into this 8th day of September 2015, by and 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, pursuant to Resolution 2013-51, the City and Consultant have agreed to the first extension of the contract and pursuant to Resolution 2014-80 the City and Consultant agreed to a reduction in the compensation amounts; and

WHEREAS, the parties wish to document their negotiated agreement in this Second Amendment to extend the agreement for six months. All other terms and conditions of the Contract and previous amendments not amended herein shall remain in full force and effect.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Amendment, the parties agree as follows:¹

Section 1. Amendment to Section 6 of the Contract. The parties hereby amend Section 6 of the Contract to read as follows:

6. TERM

6.1 This Agreement shall continue through March 31, 2016, unless terminated earlier as provided in Section 7.

Section 2. Amendment to Section 13 of the Contract. The parties hereby amend Section 13 of the Contract to read 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:
David Migut, City Attorney
9805 Overseas Highway
Marathon, Florida 33050

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 approved by Resolution 2010-75 and extended by Resolution 2013-51 and amended by Resolution 2014-80 shall remain in full force and effect.

DATED this 8th day of September, 2015.

WITNESSES:


BISHOP, ROSASCO AND COMPANY.



Print Name: VERLIE DAVIS

By: 

Print Name: Peter Rosasco
Title: President



Print Name: Tara L. Morris

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:**



David Migut, City Attorney