

**CITY OF MARATHON, FLORIDA
RESOLUTION 2016-25**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A THIRD AMENDMENT TO THE AGREEMENT BETWEEN THE CITY AND BISHOP, ROSASCO AND CO., EXTENDING THE AGREEMENT AT A RATE OF \$298,975 PER YEAR AND AN HOURLY RATE COMPENSATION FOR WASTEWATER CONSULTING SERVICES NOT TO EXCEED \$54,000 PER YEAR; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT 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 Resolutions 2012-77 and 2013-51, the City and Consultant agreed to extensions of the contract and pursuant to Resolution 2014-80 the City and Consultant agreed to a reduction in the compensation amounts and pursuant to Resolution 2015-101 the City and Consultant agreed to a six month extension; and

WHEREAS, the parties wish to document their negotiated agreement in this Third Amendment to extend the agreement for a year, reduce the annual rate and amend the authorized representatives. 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 Third 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 MARCH, 2016.

THE CITY OF MARATHON, FLORIDA



Mayor Mark Senmartin

AYES: Zieg, Kelly, Bartus, Coldiron, Senmartin,
NOES: None
ABSENT: None
ABSTAIN: None

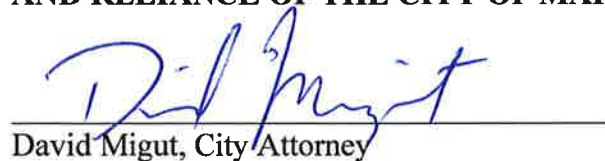
ATTEST:



for 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 III
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 March, 2016, 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, the parties wish to document their negotiated agreement in this Third Amendment which will amend the term, reduce the compensation amount and amend the authorized representatives. 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 3 of the Contract. The parties hereby amend Section 3 of the Contract 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 \$298,975 to be paid in twelve monthly installments. The Consultant shall provide the City with a monthly invoice.

3.2 The Consultant shall be reimbursed for postage (for mailing of correspondence and vendor payments) and copier expenses (for reproduction of documents and reports) at the monthly rate of \$250.

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 stormwater utility projects. 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. The amount shall not exceed \$54,000 annually.

3.4 Payments and reimbursements due under this section shall be paid by the City in accordance with the Florida Prompt Payment Act.

Section 2. 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, 2017, unless terminated earlier as provided in Section 7.

6.2 Thereafter, any renewal shall be in writing and executed by both parties. The City Manager shall have the authority to execute any such renewal on behalf of the City.

Section 3. 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: Charles Lindsey, 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: Jennifer Johnson, Finance Director
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 and 2015-101 shall remain in full force and effect.

DATED this 8th day of March, 2016.

WITNESSES:

BISHOP, ROSASCO AND COMPANY.



Print Name: Ann Hogan

By: 

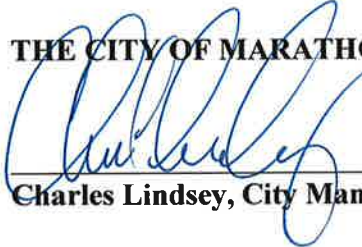
Print Name: Jennifer Johnson

Title: Finance Director



Print Name: Hillary Palmer

THE CITY OF MARATHON, FLORIDA



Charles Lindsey, City Manager

ATTEST:


for Hillary Palmer
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
David Migut, City Attorney