

Sponsored By: Garrett

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2021-50**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A THIRD AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF MARATHON AND JAMES (JACK) BRIDGES FOR CODE ENFORCEMENT SPECIAL MAGISTRATE SERVICES AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Resolution 2018-62, the City of Marathon (“City”) and James (Jack) Bridges entered into a contract for professional services, to wit: to perform all services generally associated with presiding over Code Compliance Hearings as a Code Compliance Special Magistrate (“Contract”). A copy of the Contract is attached hereto as Exhibit “B” and incorporated by this reference; and

**WHEREAS**, pursuant to Resolution 2019-52, the City entered into a first amendment to extend the term for one year; and

**WHEREAS**, pursuant to Resolution 2020-40, the City entered into a second amendment to extend the term for one year; and

**WHEREAS**, the City continues to require the services of a Code Compliance Special Magistrate; and

**WHEREAS**, the current Contract with James (Jack) Bridges for Code Compliance Special Magistrate services expires on July 14, 2021; and

**WHEREAS**, the parties wish to document this Third Amendment to extend the Contract for an additional one (1) year. All other terms and conditions of the Contract 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 Contract between the City and James (Jack) Bridges, 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 13<sup>th</sup> DAY OF JULY, 2021.**

**THE CITY OF MARATHON, FLORIDA**

  
\_\_\_\_\_  
**Mayor Luis Gonzalez**

**AYES: Bartus, Cook, Senmartin, Zieg, Gonzalez**  
**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:**

  
\_\_\_\_\_  
Steve Williams, City Attorney

**EXHIBIT "A"**

**THIRD AMENDMENT**

**TO CONTRACT BETWEEN THE CITY OF MARATHON AND JAMES (JACK) BRIDGES FOR CODE COMPLIANCE SPECIAL MAGISTRATE SERVICES**

This Third Amendment to the Contract for professional services ("Amendment") is made and entered into this \_\_\_ day of July, 2021, by and between the City of Marathon, Florida, a municipal corporation of the State of Florida ("City") and James (Jack) Bridges.

**WHEREAS**, pursuant to Resolution 2018-62, The City of Marathon ("City") and James (Jack) Bridges entered into a contract for professional services, to wit: to perform all services generally associated with presiding over Code Compliance Hearings as a Code Compliance Special Magistrate ("Contract"). A copy of the Contract is attached hereto as Exhibit "B" and incorporated by this reference; and

**WHEREAS**, the parties wish to document their negotiated agreement in this Third Amendment which will amend the Term. All other terms and conditions of the Contract 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:

**Section 1. Amendment to Section 1 of the Contract.** The parties hereby amend Section 1 of the Contract to read as follow:

**1.0 Term**

1.1 This Agreement shall take effect on the date of its execution by the Mayor.

1.2 The term of this Agreement shall ~~be for one (1) year, commencing upon the effective date,~~ continue for one (1) additional year, through July 14, 2022, unless otherwise terminated as provided for herein.

**EXCEPT AS PROVIDED HEREIN**, all other terms and conditions of the Contract as approved by Resolution 2018-62 shall remain in full force and effect.

DATED this 13<sup>th</sup> day of July, 2021.

**WITNESSES:**

**JAMES (JACK) BRIDGES**

\_\_\_\_\_

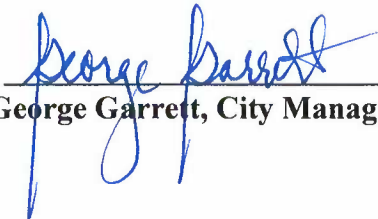
By: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

**THE CITY OF MARATHON, FLORIDA**

  
\_\_\_\_\_  
**George Garrett, City Manager**

**ATTEST:**

  
for: Diane Clavier, City Clerk

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

  
\_\_\_\_\_  
Steve Williams, City Attorney