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**CITY OF MARATHON, FLORIDA
RESOLUTION 2004-077**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE AGREEMENT WITH UNIVERSAL BEACH SERVICES, CORP., EXTENDING THE TERM OF THE AGREEMENT FOR TWO YEARS WITH TWO ADDITIONAL TWO YEAR EXTENSION OPTIONS TO RENEW IN THE AMOUNT OF \$52,702.80 PER YEAR

WHEREAS, on October 31, 2002, the City of Marathon, Florida (the "City") and Universal Beach Services, Corp. ("Universal"), entered into an agreement for beach cleaning services that expires September 30, 2004 (the "Agreement"); and

WHEREAS, the City may exercise a one (1) year extension to the Agreement; however, the City and Universal desire to amend the Agreement between the parties so that Universal may continue providing beach cleaning services for two (2) additional years with the City having the option to extend the Agreement for two (2) additional two (2) year terms (the "First Amendment").

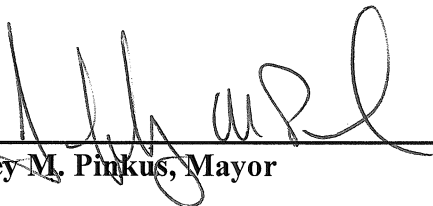
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The First Amendment Between the City and Universal for the continued provision of beach cleaning services for two (2) additional years and in the amount of \$52,702.80 per year, a copy of which is attached 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 approved. The City Manager is authorized to sign the First Amendment.

Section 2. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the city of Marathon, Florida, this 27th day of July, 2004.

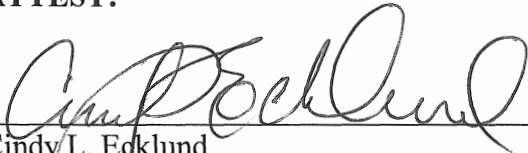
THE CITY OF MARATHON, FLORIDA



Jeffrey M. Pinkus, Mayor

AYES: Bartus, Bull, Mearns, Miller, Pinkus
NOES: None
ABSENT: None
ABSTAIN: None

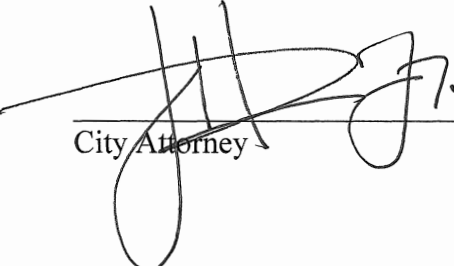
ATTEST:



Cindy L. Ecklund
City Clerk

(City Seal)

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



City Attorney

**FIRST AMENDMENT TO AGREEMENT FOR BEACH CLEANING SERVICES
BETWEEN
THE CITY OF MARATHON, FLORIDA
AND
UNIVERSAL BEACH SERVICES, CORP.**

This First Amendment to the Agreement (the "First Amendment") made and entered into this _____th day of _____, 2004, by and between the City of Marathon, Florida, a municipal corporation of the State of Florida (the "City") and Universal Beach Services, Corp., a Florida corporation, (the "Contractor").

WHEREAS, on October 31, 2002, City and Contractor entered into an agreement whereby Contractor has provided beach cleaning services to the City (the "Agreement"); and

WHEREAS, pursuant to the Agreement, the contract was renewed for an additional year by notice from the City to the Contractor on October 6, 2003; and

WHEREAS, City and Contractor desire to amend the Agreement as set forth herein so that the Contractor can continue to provide beach cleaning services to the City (the "First Amendment"). A copy of the Agreement is attached as Exhibit "A" and incorporated by this reference.

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

Section 1. Amendment to Section 2.1 of the Agreement. The parties hereby amend Section 2.1 of the Agreement as follows:

2.1 Scope of Work- The Contractor shall furnish all labor, materials, supervision, equipment, supplies, and incidentals required to perform the scope of work in the Detailed Specifications; including but not limited to:

2.1.1. Clean and maintain Sombrero Beach (Approximately 1,400 feet beach frontage) from the mean high water line to the sustained turf line, twice a week on Mondays and Fridays.

2.1.2. Clean and maintain Coco Plum Beach (approximately 3,000 feet beach frontage) from the mean high water line to the tree line, twice a week on Mondays and Fridays.

Section 2. Amendment to Section 2.3 of the Agreement. The parties hereby amend Section 2.3 of the Agreement to read as follows:

2.3 Term. This Agreement shall be effective upon execution by both parties and shall

continue through September 30, ~~2003~~2006. The City may, at its sole option, extend this Agreement on the same terms and conditions for ~~an~~ up to two (2) additional terms of ~~one~~ two (2) years each. Such extension shall be effective upon receipt of a written notice from the City to the Contractor received no later than 30 days prior to the date of termination.

Section 3. No Further Modifications. All other terms and conditions of the Agreement not in conflict or superseded by this First Amendment shall remain in full force and effect as if set forth herein.

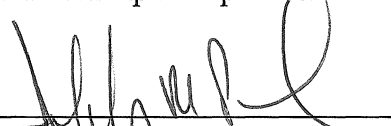
IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this First Amendment upon the terms and conditions above stated on the day and year first above written.

ATTEST:




City Clerk

CITY OF MARATHON, FLORIDA,
A Florida municipal corporation

By: 

Jeffrey M. Pinkus, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
USE AND BENEFIT OF THE CITY
OF MARATHON ONLY:



City Attorney

UNIVERSAL BEACH SERVICES, CORP.
A Florida corporation

By: 

John F. Peart, President