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**CITY OF MARATHON, FLORIDA
RESOLUTION 2004-078**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE AGREEMENT WITH GONZALEZ LANDSCAPING, EXTENDING THE TERM OF THE AGREEMENT FOR TWO YEARS WITH TWO ADDITIONAL TWO YEAR EXTENSION OPTIONS TO RENEW IN THE AMOUNT NOT TO EXCEED \$201,102.72 FOR THE FIRST YEAR AND NOT TO EXCEED \$209,146.83 FOR THE SECOND YEAR

WHEREAS, on October 23, 2003 the City of Marathon, Florida (the “City”) and Gonzalez Landscaping (“Gonzalez”) entered into an agreement for landscape and facilities maintenance of parks and beaches 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 Gonzalez desire to amend the Agreement between the parties so that Gonzalez may continue providing landscape and facilities maintenance of parks and beaches 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”); and

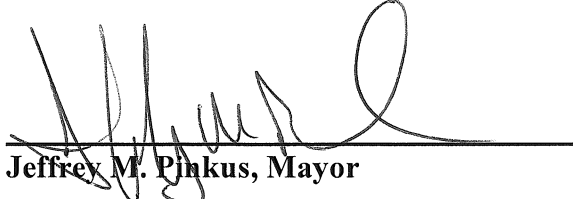
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The First Amendment Between the City and Gonzalez for the continued provision of landscape and facilities maintenance of parks and beaches for two (2) additional years and in an amount not to exceed \$201,102.72 the first year and not to exceed \$209,146.83 the second 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
LANDSCAPE AND FACILITIES MAINTENANCE
BETWEEN
THE CITY OF MARATHON
AND
GONZALEZ LANDSCAPING**

This First Amendment to the Agreement for Landscape and Facilities Maintenance between the City of Marathon and Gonzalez Landscaping (the "First Amendment") is 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 Gonzalez Landscaping, Inc., a Florida corporation (the "Contractor").

WHEREAS, on October 23, 2003, the City and Contractor entered into an agreement whereby Contractor has provided landscape maintenance services to the City (the "Agreement"); and

WHEREAS, the City and Contractor desire to amend the Agreement as set forth herein so that the Contractor can continue to provide landscape maintenance 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 2.2.4 of Agreement. The parties amend Section 2.2.4 of the Contract to read as follows:

2.2.4 If the contract is renewed, the Contractor shall receive a cost of living adjustment in salary equal to the percentage increase in the Consumer Price Index for the Marathon area, all categories, or four percent (4%), whichever is less. Such cost of living adjustment shall be applied effective October 1 of each year.

Section 2. Amendment to Section 2.3. The parties amend Section 2.3 of the


Contract to read as follows:

2.3 **TERM-** This Agreement shall be effective upon execution by both parties and shall continue through September 30, 2006. The City may, at its sole option, extend this Agreement on the same terms and conditions for additional terms of 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 or expiration.

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

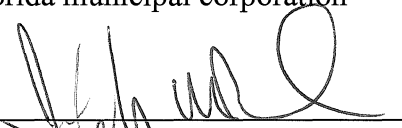
IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this First Amendment upon the terms and conditions above stated on the day and year first above written.

ATTEST:



City Clerk

CITY OF MARATHON, FLORIDA,
A Florida municipal corporation

By: 

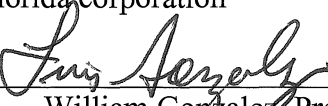
Jeffrey M. Pinkus, Mayor

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



City Attorney

GONZALEZ LANDSCAPING
A Florida corporation

By: 

William Gonzalez, President