

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2011-118**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE CONTRACT DATED JUNE 14, 2011, BETWEEN THE CITY AND UNIVERSAL BEACH SERVICES, CORP., IN THE ORIGINAL AMOUNT OF \$79,000.00 ANNUALLY FOR BEACH CLEANING, MAINTENANCE, AND NOURISHMENT/RESTORATION SERVICES FOR COCO PLUM BEACH AND SOMBRERO BEACH; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, on June 14, 2011, the City of Marathon, Florida (the "City") and Universal Beach Services, Corp. (the "Contractor") entered into a Contract for Beach Cleaning and Maintenance Services (the "Contract"); and

**WHEREAS**, the City and Contractor desire to extend the Contract term to September 30, 2013, without changing any other terms and conditions of the Contract.

**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 First Amendment to Contract for Beach Cleaning, Maintenance, and Nourishment/Restoration Services between the City and Contractor attached hereto as Exhibit "A" is hereby approved. The City Manager is authorized to execute the First 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 DECEMBER, 2011**

**THE CITY OF MARATHON, FLORIDA**

  
\_\_\_\_\_  
**Edward P. Worthington, Mayor**

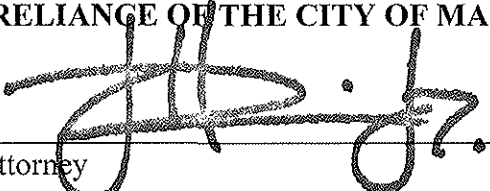
AYES: Cinque, Keating, Ramsay, Snead, Worthington  
NOES: None  
ABSENT: None  
ABSTAIN: None

**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:**

  
\_\_\_\_\_  
City Attorney

**FIRST AMENDMENT TO CONTRACT  
FOR  
BEACH CLEANING AND MAINTENANCE SERVICES**

This First Amendment to the Contract for Beach Cleaning and Maintenance Services (the "First Amendment") made and entered into this 13<sup>th</sup> day of December 2011 between the City of Marathon, Florida, a municipal corporation organized and existing under the laws of the State of Florida, with its address at 9805 Overseas Highway, Marathon, Florida, 33050 (hereinafter referred to as "City") and Universal Beach Services, Corp., a Florida corporation, with its address at 107 N.W. 9<sup>th</sup> Street, Delray Beach, Florida (hereinafter referred to as "Contractor").

**WITNESSETH:**

**WHEREAS**, on June 14, 2011, the City and Contractor entered into a Contract for Beach Cleaning and Maintenance Services (the "Contract"), attached as Exhibit "A;" and

**WHEREAS**, the City and Contractor desire to amend the Contract as set forth herein.

**NOW THEREFORE**, in consideration of the mutual promises and covenants set forth in this First Amendment and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby amend the Agreement to read as follows:<sup>1</sup>

**Section 1. Amendment to Section 2.3 of the Contract**

**2.3 TERM:**

This ~~Agreement~~ Contract shall be effective ~~upon Notice to Proceed as of January 1, 2012~~ and shall continue ~~until December 31, 2011~~ through September 30, 2013. ~~Any 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 2. Miscellaneous**

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 herein.

**[SIGNATURES ON NEXT PAGE]**

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<sup>1</sup> / Additions to existing text are shown by underline; deletions are shown by ~~strikeout~~.

IN WITNESS WHEREOF, City and Contractor have set their hands and seals, as of the day and year first above written.

Attest:

City Of Marathon, Florida

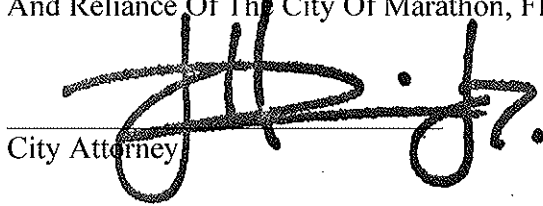


Diane Clavier  
City Clerk



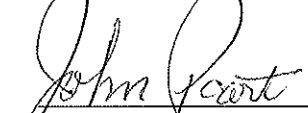
Roger Fernstadt  
City Manager

Approved As To Form And Legality For The Use  
And Reliance Of The City Of Marathon, Florida Only:



City Attorney

Universal Beach Services, Corp.



John Peart  
President