

**FIRST EXTENSION/SECOND AMENDMENT TO THE AGREEMENT FOR
Full groundskeeping and maintenance services at Ironwood Golf Course**

THIS AGREEMENT is made and entered into this 11th day of October, 2005, by and between THE CITY OF GAINESVILLE, FLORIDA, a municipal corporation (hereinafter referred to as "CITY"), and ONESOURCE LANDSCAPE AND GOLF SERVICES, INC. (hereinafter referred to as "CONTRACTOR").

WHEREAS, the CITY and CONTRACTOR have previously entered into an agreement for groundskeeping and maintenance dated November 27, 2002 and First Amendment dated January 19, 2005, and

WHEREAS, the CITY and CONTRACTOR desire to amend the agreement in accordance with the CITY's Living Wage Ordinance, and

WHEREAS, the CITY and CONTRACTOR desire to continue the agreement through, September 30, 2006.

NOW, THEREFORE, the parties hereto agree as follows:

- 1 Amend Section III COMPENSATION/PAYMENT of the contract as follows:

III. COMPENSATION/PAYMENT

1. CONTRACTOR, during the term of this Extension shall be paid in accordance with their price proposal as submitted on July 28, 2005 (Exhibit C) and in compliance with the CITY's "Living Wage" Ordinance No. 020663 PASSED AND ADOPTED the 17th day of March 2003 and Ordinance No. 030168 PASSED AND ADOPTED the 8th day of September 2003 (Exhibit A) and the Current Living Wage Rates Effective April 1, 2005 (Exhibit B) Copies of all three (3) documents are hereto attached for reference purposes.
2. In consideration of the services and compliance with the "Living Wage Ordinances" by CONTRACTOR pursuant to this Agreement, CITY agrees to pay CONTRACTOR the following monthly sum of forty thousand five hundred twenty eight dollars and forty four cents (\$40,528 44) equating to an annual amount of four hundred eighty six thousand three hundred forty one dollars and twenty eight cents (\$486,341.28).
3. The increase in the Compensation/Payment to CONTRACTOR is based on the CONTRACTOR's proposed increase in payment to its staff as

shown in the "Living Wage Calculation Worksheet" on the attached "Schedule LWCW" dated July 28, 2005 (Exhibit C), which is incorporated herein as if fully set forth. Should the Current Living Wage Rates Effective April 1, 2005 be increased, the CONTRACTOR shall submit to CITY a revised "Schedule LWCW" (Exhibit C) and the COMPENSATION/PAYMENT to 'CONTRACTOR' the parties may negotiate an adjustment in price.

2. CONTRACTOR will continue to provide the services described in the agreement dated November 27, 2002, during the period of October 1, 2005, through September 30, 2006, subject to all other terms and conditions of the original agreement as amended.
3. This extension and amendment, when executed, together with the original contract and First Amendment, constitutes the entire contract between the parties.

WITNESS:

ONESOURCE LANDSCAPE AND GOLF SERVICES, INC.

Cindy Newcamp

Title: Contract Administrator

[Signature]

Title: Sec. Mgr. District
9/27/05

WITNESS:

CITY OF GAINESVILLE:

[Signature]

Title: Administrative Assistant

[Signature]

Interim City Manager

APPROVED AS TO FORM AND LEGALITY

By: [Signature]

Dana L. Crosby, Asst. City Atty.
City of Gainesville, Florida

**FIRST AMENDMENT TO THE CONTRACT FOR
Full groundskeeping and maintenance services at Ironwood Golf Course**

THIS AMENDMENT is entered into this 19th day of January, 2005 by THE CITY OF GAINESVILLE, FLORIDA, a municipal corporation ("CITY"), and **Onesource Landscape and Golf Services, Inc.** ("CONTRACTOR").

WHEREAS, the CITY and CONTRACTOR entered into an agreement for **full groundskeeping and maintenance services at Ironwood Golf Course** dated **November 27th, 2002** and

WHEREAS, the CITY and CONTRACTOR desire to amend the agreement;

NOW, THEREFORE, the parties agree as follows:

1. **Increase price in year three by 2% based on CPI (Consumer Price Index) for a total of \$719.04/month for FY2005, totalling \$36,670.94/month or \$440,051.28/year, as specified in section V. Cost Breakdown in the proposal of Onesource Landscape & Golf Services, Inc. dated August 14, 2002**
2. This amendment, when executed, together with the original contract, constitute the entire contract between the parties

WITNESS:

ONESOURCE LANDSCAPE AND GOLF SERVICES, INC:

Nancy S. Baldwin
Title: Exec. Admin. Asst.

Ronald E. Schmoeler
Title: PRESIDENT

WITNESS:

CITY OF GAINESVILLE:

Jeremy Shell
Title: Administrative Assistant

Barbara Lysscom
CITY MANAGER

APPROVED AS TO FORM AND LEGALITY
By: Ronald D. Combs, Sr.
Ronald D. Combs, Sr. Asst. City Atty
City of Gainesville, Florida

**CITY OF GAINESVILLE
AGREEMENT FOR GROUNDSKEEPING & MAINTENANCE**

This AGREEMENT ("Agreement") made and entered into this 27th day of November, 2002 between the CITY OF GAINESVILLE, ("CITY"), and ONESOURCE LANDSCAPE & GOLF SERVICES, INC., ("CONTRACTOR").

WHEREAS, CITY is desirous of utilizing CONTRACTOR to provide full groundskeeping and maintenance of the Ironwood Golf Course; and

WHEREAS, CONTRACTOR is willing and capable to perform such services

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

I SCOPE OF SERVICES

CONTRACTOR shall provide CITY with full groundskeeping and maintenance of the Ironwood Golf Course as provided for in the following enumerated Specifications and Documents ("Contract Documents"), which are referenced hereto and made a part hereof as if fully contained herein:

- ⇒ City of Gainesville Request for Proposal 030013-RECI-RW dated July 19, 2002
- ⇒ Addendum # 1 dated August 7, 2002
- ⇒ Proposal of Onesource Landscape & Golf Services dated August 14, 2002

IN THE EVENT OF A CONFLICT AS TO LEGAL TERMS AND CONDITIONS OF THE CONTRACT DOCUMENTS, THE AGREEMENT FOR GROUNDSKEEPING AND MAINTENANCE WILL CONTROL AND IN THE EVENT OF A CONFLICT AS TO SPECIFICATION PROPOSAL OF ONESOURCE DATED 8/14/02 WILL PREVAIL.

The term of this AGREEMENT shall be effective October 1, 2002 and continue for three years. However, upon satisfactory and faithful performance of the contract by the CONTRACTOR, the CITY reserves the right, through negotiation with the CONTRACTOR, to extend the term of this contract for up to two additional one year periods.

*PREVAIL.
MB
11/27/02*

III COMPENSATION/PAYMENT

CONTRACTOR shall be paid in accordance with their price proposal as submitted in their proposal

IV DEFAULT

Failure to perform any responsibility under this AGREEMENT shall place the non-performing party in default. Upon written notice by the non-defaulting party, the party in default shall have ten (10) days to correct the default. If the default is not corrected, this AGREEMENT may be terminated at the option of the non-defaulting party

MB 11/5/02

V TERMINATION

If the CONTRACTOR fails to observe or perform or is guilty of a substantial violation of the Contract Documents, then the CITY, after serving at least ten (10) days written notice to the CONTRACTOR of its intent to terminate and after such fault shall continue unremedied for a period of ten (10) days, may terminate the Contract without prejudice to any other rights or remedies it may have under this AGREEMENT.

VI INDEPENDENT CONTRACTOR

CONTRACTOR shall be considered as an independent contractor and as such shall not be entitled to any right or benefit to which CITY employees are or may be entitled to by reason of employment. CONTRACTOR shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the CONTRACTOR in the full performance of this AGREEMENT.

VII INDEMNIFICATION

CONTRACTOR agrees to indemnify and hold harmless the CITY, its officers, agents, or employees from suits, actions, damages, liability and expense in conjunction with loss of life, bodily or personal injury or property damage arising from or occasioned by any act of negligence or intentional wrongdoing on the part of the CONTRACTOR.

VIII. SOVEREIGN IMMUNITY

Nothing in this AGREEMENT shall be interpreted as a waiver of the CITY'S sovereign immunity as granted under Section 768.28 Florida Statutes

IX TIMELINESS

The CITY and CONTRACTOR further agree time is of the essence in performance of work and that work under this AGREEMENT is required to be performed in an expeditious manner and with care reasonably expected of a consultant performing these duties.

X. VALIDITY

If any provision of this AGREEMENT is contrary to, prohibited by, or deemed invalid by applicable law, rules or regulations of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and omitted, and shall not invalidate the remaining provisions of this AGREEMENT.

XI CONTACT PERSONS

The parties hereto designate the following persons to be contacted regarding the performance of this agreement:

CITY

Mr Bill Iwinski
Ironwood Golf Course
2100 NE 39th Avenue
Gainesville, FL 32601
352-334-3121

CONTRACTOR

RONALD E. SCHMOYER
Mr ~~Larry Hanks~~
Onesource Landscape & Golf Services, Inc.
5028 Tampa West Boulevard
Tampa, FL 33634
813-886-0001

XII. ENTIRE AGREEMENT

This AGREEMENT constitutes the entire AGREEMENT between the CITY and CONTRACTOR. Any modifications, amendments or alterations shall be in writing and executed by both parties prior to becoming effective.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first written above

CITY OF GAINESVILLE

ONESOURCE LANDSCAPE &
GOLF SERVICES, INC.

Wayne Bowers
Wayne Bowers
City Manager

Ronald E. Schmoier
Printed name: *RONALD E. SCHMOYER*
Title: *PRESIDENT*

WITNESS:

WITNESS:

Jenny Higgenbotham
Printed name: *Jenny Higgenbotham*
Title: *Admin. Asst.*

Nancy S. Baldwin
Printed name: *Nancy L. Baldwin*
Title: *Exec. Admin. Asst.*

APPROVED AS TO FORM AND LEGALITY
BY: *[Signature]*
CITY OF GAINESVILLE
DATE: *11/19/02*