

Sponsored by: Burnett

**CITY OF MARATHON, FLORIDA
RESOLUTION 2009-115**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE AGREEMENT WITH SWEETWATER ENVIRONMENTAL INC., DATED AS OF JULY 28, 2009, FOR SLUDGE HAULING; CLARIFYING RENEWAL TERMS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Sweetwater Environmental Inc. (the "Contractor") provides sludge disposal services to the City of Marathon, Florida pursuant to an Agreement dated as of July 28, 2009 (the "Agreement"); and

WHEREAS, the City and the Contractor desire to amend the Agreement upon the terms and conditions hereinafter set forth so as to reflect the addition of two one year renewal options;

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 are incorporated herein.

Section 2. The First Amendment to the Agreement between the City and Sweetwater Environmental Inc., dated July 28, 2009, a copy of which is 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.

Section 3. The City Manager is authorized to sign the First Amendment.

Section 4. This resolution shall take effect immediately upon its adoption

PASSED AND APPROVED by the City Council of the City of Marathon, Florida, this 25th day of August, 2009


THE CITY OF MARATHON, FLORIDA



Mayor Mike Cinque

AYES: Ramsay, Snead, Vasil, Worthington, Cinque
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 AGREEMENT

This First Amendment of Agreement (the "First Amendment") is made as of this ____ day of August, 2009 by and between the City of Marathon, a Florida Municipal Corporation (the "City") and Sweetwater Environmental (the "Contractor").

WHEREAS, the Contractor provides sludge disposal services to the City of Marathon, Florida pursuant to an Agreement dated as of July 28, 2009 (the "Agreement"); and

WHEREAS, the City and the Contractor desire to amend the Agreement upon the terms and conditions hereinafter set forth so as to reflect the new financial arrangement between the parties;

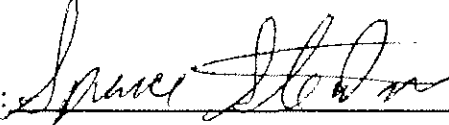
NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor covenant and agree as follows:

1. All capitalized terms used herein but not defined herein shall have the meaning ascribed to them in the Agreement.
2. Section 2(a) of the Agreement is hereby amended to read as follows:
 - (a) This Agreement shall remain in effect for two years from July 28, 2009, unless earlier terminated in accordance with Paragraph 7. The City Manager may extend the term of this Agreement for two additional one year extensions by written notice delivered at least sixty (60) days prior to the end of the term of this agreement or the first extension year, as the case may be.
3. This First Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original and all of which shall together constitute one and the same agreement. Signature pages may be detached from the various counterparts and attached to a single copy of this document to physically form one document.
4. The foregoing terms and conditions are hereby incorporated into the Agreement. Except as modified herein, the Agreement remains in full force and effect. In the event of any conflict or ambiguity between the Agreement and this First Amendment, this First Amendment shall control.

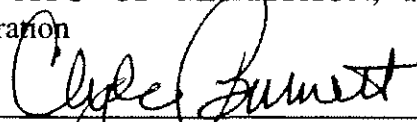
[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above written.


SWEETWATER ENVIRONMENTAL

By: 

THE CITY OF MARATHON, a Florida Municipal Corporation

By: 
Clyde Burnett, City Manager

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:

BY: 
CITY ATTORNEY