

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2011-62**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A FIRST AMENDMENT TO THE CONTRACT BETWEEN THE CITY AND SWEETWATER ENVIRONMENTAL, INC. IN THE ORIGINAL AMOUNT OF \$175,000.00 FOR SLUDGE HAULING SERVICES; INCREASING THE CONTRACT IN AN AMOUNT NOT TO EXCEED \$29,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT ON BEHALF OF THE CITY AND EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, on July 28, 2009, the City entered into a Contract (the "Contract") with Sweetwater Environmental, Inc. (Sweetwater), whereby Sweetwater would provide sludge hauling services; and

**WHEREAS**, the completion of additional wastewater treatment plants required increased sludge hauling in excess of the original contract amount of \$175,000.00; and

**WHEREAS**, a First Amendment to the Contract is required in order to cover the additional sludge hauling costs. No further adjustments to the Sweetwater contract will be required.

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

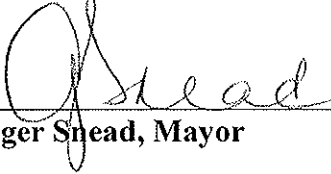
**Section 1.** The above recitals are true and correct and incorporated herein.

**Section 2.** The First Amendment to the Contract with Sweetwater for sludge hauling services, attached as Exhibit "A," is hereby approved 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 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 26<sup>th</sup> DAY OF JULY, 2011.

THE CITY OF MARATHON, FLORIDA

  
\_\_\_\_\_  
Ginger Snead, Mayor

AYES: Cinque, Keating, Ramsay, Worthington, Snead  
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 BETWEEN THE CITY OF MARATHON, FLORIDA  
AND SWEETWATER ENVIRONMENTAL**

This First Amendment to the Contract made and entered into this 26<sup>th</sup> day of July, 2011, by and between the City of Marathon, Florida, a municipal corporation of the State of Florida ("City") and Sweetwater Environmental ("Sweetwater"), a Florida corporation, for sludge disposal services ("First Amendment").

**WHEREAS**, pursuant to Resolution 2009-95 the City and Sweetwater entered into a contract for sludge disposal services ("Contract"). A copy of the Contract is attached hereto as Exhibit "A" and incorporated by this reference; and

**WHEREAS**, the City and Sweetwater desire to amend the Contract as set forth herein to increase the total contract amount from \$175,000.00 to \$204,000.00.

**NOW THEREFORE**, in consideration of the mutual covenants set forth in this First Amendment, the parties agree as follows:<sup>1</sup>

**Section 1. Amendment to Article 3 (a) of the Contract.** The parties hereby amend Article 3. (a) of the Contract to read as follows:

(a) The Contractor shall invoice the City on a monthly basis. The total amount invoiced shall not exceed ~~\$175,000.00~~ \$204,000.00 annually. All invoices shall provide a detailed statement of the services provided and the number of gallons pumped by Contractor for the period of time covered by the invoice.

**EXCEPT AS PROVIDED HEREIN**, all other terms and conditions of the Contract dated July 28, 2009, remain in force and effect.

**DATED** this 27<sup>th</sup> day of July, 2011.

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<sup>1</sup> / Additions to existing text are shown by underline, and deletions are shown as ~~striketrough~~.  
\\Sweetwater\_First\_Amendment.doc

**WITNESSES:**

Lynette Steadman  
Print Name: Lynette Steadman

Carolyn Steadman  
Print Name: Carolyn Steadman

**SWEETWATER ENVIRONMENTAL**

By: Spence Steadman  
Print Name: Spence Steadman  
Title: President Vice President

**THE CITY OF MARATHON, FLORIDA**

Roger Hernstadt  
Roger Hernstadt, City Manager

**ATTEST:**

Diane Clavier  
Diane Clavier, City Clerk

(City Seal)

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

[Signature]  
City Attorney