

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2013-73**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A SECOND AMENDMENT TO THE CONTRACT BETWEEN THE CITY AND U.S. WATER SERVICES CORPORATION FOR WASTEWATER FACILITY OPERATIONS AND MAINTENANCE SERVICES; DECREASING THE CONTRACT ANNUAL FEE TO \$1,111,054.00 FOR FISCAL YEAR 2013-2014, AND ESTABLISHING A CONTINGENCY FUND IN AN AMOUNT NOT TO EXCEED \$133,326.00 FOR OTHER SERVICES FOR FISCAL YEAR 2013-2014; AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND AMENDMENT ON BEHALF OF THE CITY AND EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, on September 28, 2009, the City of Marathon, Florida (“City”) entered into a Contract (“Contract”) with U.S. Water Services, Inc. (“US Water”), whereby US Water provides Wastewater and Stormwater facility operations and maintenance services for the City; and

**WHEREAS**, the Contract is scheduled to expire on September 30, 2013, unless otherwise extended; and

**WHEREAS**, the City and U.S. Water have agreed to execute the option to renew the Contract with amended terms and conditions for another one (1) year period, including a corresponding decrease of the day to day operation of one wastewater treatment plant from the Contract’s Annual Fee (“Second Amendment”); and

**WHEREAS**, the Second Amendment decreases the Annual Fee of the Contract from \$1,243,033.00 to \$1,111,054.00 for fiscal year 2013-2104, and establishes a contingency fund in an amount not to exceed \$133,326.00 to cover unanticipated services (e.g., call outs and emergency wastewater plant services) for fiscal year 2013-2014.

**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 Second Amendment to the Contract with U.S. Water for wastewater facility operations and maintenance services, (excluding Service Area 7), 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 hereby approved. The City Manager is authorized to execute the Second 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 10<sup>th</sup> DAY OF SEPTEMBER, 2013.

THE CITY OF MARATHON, FLORIDA

  
Mike Cinque, Mayor

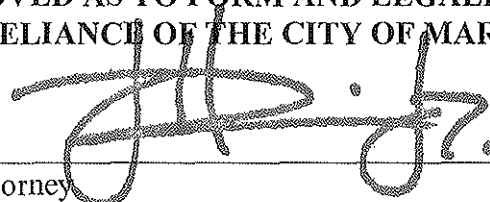
AYES: Snead, Bull, Keating, Ramsay, Cinque  
NOES: None  
ABSENT: None  
ABSTAIN: None

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

SECOND AMENDMENT  
TO CONTRACT BETWEEN THE CITY OF MARATHON, FLORIDA  
AND U.S. WATER SERVICES CORPORATION

This Second Amendment to the Contract made and entered into this 10<sup>th</sup> day of September, 2013, by and between the City of Marathon, Florida, a municipal corporation of the State of Florida ("City") and U.S. Water Services Corporation ("US Water"), a Florida corporation, for wastewater operations and maintenance ("First Amendment").

**WHEREAS**, pursuant to Resolution 2009-128 the City and US Water entered into a contract for wastewater and stormwater system operations and maintenance services ("Contract"). A copy of the Contract is attached hereto as Exhibit "A" and incorporated by this reference; and

**WHEREAS**, the City and US Water have agreed to execute the option to renew the Contract with amended terms and conditions for an additional one (1) year period as set forth herein.

**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 Section 3.9 of the Contract.** The parties hereby amend Section 3.9 of the Contract to read as follows:

(j) OPERATOR shall provide documentation reporting for each incident that occurs with a wastewater treatment facility or the collection system within forty eight (48) hours.

**Section 2. Amendment to Section 5.1 of the Contract.** The parties hereby amend Article 5.1 of the Contract to read as follows:

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The ~~annual lump sum fee~~ Annual Fee for Services for the period starting on the ~~effective date set forth in Article 4.1~~ October 1, 2013 is ~~\$867,705.00~~ \$1,111,05.00 plus a 12% contingency (\$133,326.00). The Annual Fee includes wastewater facility and collection system operations and maintenance for all of the City's Wastewater Service Areas except Service Area 7. This ~~annual lump sum fee~~ Annual Fee will be adjusted as provided in Section 7.1 as additional phases of the CITY'S wastewater and stormwater systems become operational.

[SIGNATURES ON FOLLOWING PAGE]

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<sup>1</sup> / Additions to existing text are shown by underline, and deletions are shown as ~~strikethrough~~.

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

WITNESSES:

U.S. WATER SERVICES CORPORATION

Tammy Brooks  
Print Name: Tammy Brooks

By: David B. Sautz  
Print Name: DAVID B. SAUTZ  
Title: President SAUP & CO

Nadine Ward  
Print Name: Nadine Ward

THE CITY OF MARATHON, FLORIDA

Roger T. Hernstadt  
Roger T. 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