

RESOLUTION NO. 10,916

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT THREE TO AMEND THE CONTRACT UNIT PRICES ON AN EXISTING AGREEMENT WITH H&H LIQUID SLUDGE, INC. FOR BIO-SOLIDS DISPOSAL SERVICES; AND PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:**


**THAT** the Mayor and City Clerk are hereby authorized to execute Amendment Three with H&H Liquid Sludge, Inc. whose address is PO Box 390, Branford, Florida 32008 adjusting the unit price for bio-solids disposal.

**THAT** all future expenditures for commodities (goods & services) ordered under this Agreement are approved provided the Commission has appropriated funds in the applicable fiscal year. Should the department fail to budget funds for orders under this Agreement or purchases exceed the appropriated funds, commission approval for any orders will be required.

**THAT** this resolution shall become effective immediately.

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 27th day of September 2021.

ATTEST:

  
City Clerk

  
Mayor

**THIRD AMENDMENT  
OF A FIXED UNIT PRICE AGREEMENT**

**THIS AGREEMENT** is made as of the 27th day of September, 2021, between **THE CITY OF LEESBURG, FLORIDA** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **H & H LIQUID SLUDGE DISPOSAL, INC.**, whose address is P.O. BOX 390, Branford, Florida 32008 (hereinafter referred to as the "CONTRACTOR").

**WITNESSETH:**

**THAT**, on February 13, 2017, the CITY and CONTRACTOR entered into a unit price supply agreement whereby the CONTRACTOR agreed to furnish bio-solids disposal services to the CITY (hereinafter referred to as the "Agreement").

**WHEREAS**, the parties wish to revise the unit pricing to reflect a cost increase as permitted in the original Agreement and have entered into this Amendment for that purpose.

**NOW, THEREFORE**, in consideration of the mutual benefits accruing to the parties to this Agreement and from other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Recitals.**

The above recitals are true and correct and are incorporated by reference herein and made a part hereof.

**2. Amendment.**

The contract unit prices are amended as follows:

City Provides Transportation – Disposal Only will now be **\$17.59 per ton**  
Contractor Provides Transportation & Disposal will now be **\$37.28 per ton**

**3. Modification.**

Except as specifically modified by this Amendment, all terms and conditions of the prior agreement shall continue in full force and effect as originally executed. Nothing herein shall be deemed or construed to amend or modify any other contract or undertaking between the City and Contractor other than as defined above.

**4. COUNTERPARTS.**

This Agreement may be executed in multiple counterparts, each of which may be considered an original, but all of which together shall constitute but one and the same instrument. This Agreement when signed by a party may be delivered by electronic mail or facsimile transmission with the same force and effect as if the same were an executed and delivered original, manually-signed counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement for professional services.

**H & H LIQUID SLUDGE DISPOSAL, INC.**

By: Steve Hacht  
Steve Hacht (Sep 3, 2021 11:07 EDT)

Its: President  
(Title)

**CITY OF LEESBURG, FLORIDA**

John Christian  
John Christian, Mayor

ATTEST:

J. Andi Purvis  
J. Andi Purvis, City Clerk

Approved as to form:

Fred A. Morrison  
Fred A. Morrison, City Attorney