

Sponsored by: Puto

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2005-118**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
MARATHON, FLORIDA, ADOPTING THE FIRST AMENDMENT TO THE  
AGREEMENT FOR DISASTER RECOVERY SERVICES WITH GRUBBS  
EMERGENCY SERVICES, INC.**

**WHEREAS**, the City of Marathon, Florida (the "City") and Grubbs Emergency Services, Inc., ("Grubbs") have entered into that certain Agreement for Disaster Recovery Services with an effective date of August 14, 2002 (the "Agreement"), to provide for comprehensive disaster recovery; and

**WHEREAS**, the City and Grubbs wish to extend the Agreement, commencing on the expiration of the Agreement and ending three (3) years from January 1, 2006.

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

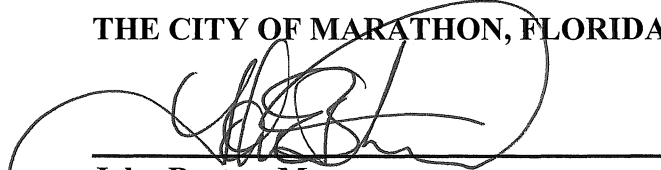
**Section 1.** The above recitals are true and correct and incorporated herein.

**Section 2.** The First Amendment of Agreement with Grubbs Emergency Services, Inc., to extend the Agreement, a copy of which is 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 approved. Except as amended by the First Amendment, no term or condition of the Agreement shall be modified and the same shall remain in full force and effect.

**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 13<sup>th</sup> day of September, 2005.

**THE CITY OF MARATHON, FLORIDA**



\_\_\_\_\_  
**John Bartus, Mayor**

AYES: Bull, Mearns, Miller, Pinkus, Bartus  
NOES: None  
ABSENT: None  
ABSTAIN: None

**ATTEST:**



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Cindy L. Ecklund  
City Clerk

(City Seal)

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



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CITY ATTORNEY

**FIRST AMENDMENT OF AGREEMENT**

This First Amendment (the "First Amendment") is made as of this \_\_\_\_ day of September, 2005 by and between the City of Marathon, a Florida Municipal Corporation (the "City") and Grubbs Emergency Services, Inc., a Florida corporation ("Grubbs").

WHEREAS, City and Grubbs have entered into that certain Agreement For Disaster Recovery Services to provide for comprehensive disaster recovery dated August 14, 2002 (the "Agreement"); and

WHEREAS, City and Grubbs desire to amend the Agreement upon the terms and conditions hereinafter set forth.

All capitalized terms used herein but not defined herein shall have the meaning ascribed to them in the Agreement.

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, City and Grubbs covenant and agree as follows:

1. The term of the Agreement is renewed in accordance with Section 9 of the Agreement. The renewal period shall commence upon the expiration of the Agreement and shall end three (3) years from January 1, 2006.
2. 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.
3. 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]

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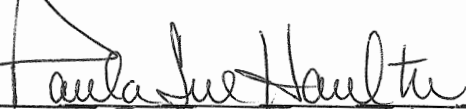
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[SIGNATURES APPEAR ON NEXT PAGE]

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

**GRUBBS EMERGENCY SERVICES, INC.,** a Florida corporation,

By:   
Print Name: Paula Sue Hamilton

**THE CITY OF MARATHON,** a Florida Municipal Corporation

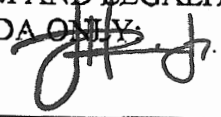
By:   
Michael H. Puto, City Manager

ATTEST:

  
Cindy L. Ecklund  
City Clerk

(City Seal)

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BY:   
CITY ATTORNEY