

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2021-98**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE FIRE RESCUE – EMS MEDICAL DIRECTOR AGREEMENT WITH PROFESSIONAL EMERGENCY SERVICES, INC., IN AN AMOUNT NOT TO EXCEED \$50,715; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT AND EXPEND BUDGETED FUNDS: AND PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Marathon, Florida (the “City”) is responsible for providing emergency medical service within the City boundaries; and

**WHEREAS**, the City is required by Chapter 401, *Florida Statutes*, to contract with a licensed physician to serve as the City’s “Medical Director,” also referred to as the “Fire Department Physician;” and

**WHEREAS**, Professional Emergency Services, Inc. (the “Consultant”), is in business of providing medical director services and meets the requirements of Florida Statutes; and

**WHEREAS**, the City and Consultant wish to enter into the Second Amendment to extend the agreement for one year in an amount not to exceed \$50,715.00 to be paid in monthly installments.

**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 between the City and Consultant, pursuant to the agreement 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. The City Manager is authorized to execute the 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 12<sup>th</sup> DAY OF OCTOBER, 2021.**

**THE CITY OF MARATHON, FLORIDA**

  
\_\_\_\_\_  
**Luis Gonzalez, Mayor**


AYES: Bartus, Senmartin, Zieg, Gonzalez  
NOES: None  
ABSENT: Cook  
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:**

  
\_\_\_\_\_  
Steve Williams, City Attorney

SECOND AMENDMENT TO THE AGREEMENT BETWEEN

THE CITY OF MARATHON, FLORIDA

AND

PROFESSIONAL EMERGENCY SERVICES, INC.

For A

**MEDICAL DIRECTOR**

This Second Amendment between the City of Marathon, Florida, a municipal corporation organized and existing under the laws of the State of Florida (together with its successors and assigns, hereinafter referred to as the "CITY")

AND

Professional Emergency Services, Inc., (hereinafter referred to as the CONSULTANT) whose principle place of business is 10 High Point Road, Tavernier, FL 33070 and who is represented by Dr. Sandra Schwemmer.

**WHEREAS**, the CITY, as a provider of Emergency Medical Services to its citizens, is required by Chapter 401, Florida Statutes, to contract with a licensed physician to serve as the CITY'S "MEDICAL DIRECTOR", also referred to as the "FIRE DEPARTMENT PHYSICIAN"; and

**WHEREAS**, the CONSULTANT meets the qualifications necessary to provide Medical Director services to the CITY and the CITY desires to utilize the services of the CONSULTANT.

**WHEREAS**, the City and the Consultant desire to extend the term for one year to expire in 2021 and have agreed to increase the compensation amount as detailed below.

**NOW THEREFORE**, in consideration of the mutual promises and covenants set forth in this Extension and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby amend the Agreement to read as follows:

**ARTICLE 2**

**COMPENSATION AND METHOD OF PAYMENT**

2.1 The City agrees to pay the CONSULTANT as full compensation for the services described in Article 1 an annual fee of ~~\$35,700.00~~ \$44,100.00, be paid to the CONSULTANT in twelve consecutive equal monthly installments of ~~\$2,975.00~~ \$3675.00. This fee includes all costs and expenses of CONSULTANT. Off-line Services and any other Services requested

beyond the scope of this contract will be invoiced separately at a rate of \$250.00 per hour, which will be at a subject to approval of the City Manager. Infection control services shall be paid according to section 1.1.5. and billed to the CITY separately.

2.2 Additionally, the City agrees to pay the CONSULTANT, as full compensation for providing medical oversight for interfacility transfers, an annual fee of ~~\$6,300.00~~ \$6615.00 be paid to the CONSULTANT in twelve consecutive equal monthly installments of ~~\$525.00~~ \$551.25

2.3 The CITY agrees to pay the CONSULTANT on the first day of the month for each month in which CONSULTANT'S service are rendered.

## **ARTICLE 6**

### **TERM**

6.1 This Agreement shall commence on October 1, ~~2020~~2021 and shall continue through September 30, ~~2021~~ 2022, unless terminated earlier under Article 7. The CITY shall have the option to renew this Agreement for three additional one-year terms subject to the same terms and conditions, by providing the CONSULTANT with written notice to renew no less than thirty (30) days prior to the expiration date. If this Agreement is renewed under this Article 6, the CONSULTANT may be considered to a fee increase of five percent (5%) annually for each subsequent year.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first written above.

PROFESSIONAL EMERGENCY SERVICES,  
INC.

BY: 

Name: Dr. Sandra Schwemmer

Title: President

THE CITY OF MARATHON, FLORIDA

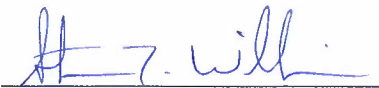
  
George Garrett, City Manager

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:   
Steve Williams, City Attorney