

RESOLUTION NO. 22-029

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AUTHORIZING EXECUTION OF THE ATTACHED "FIRST AMENDMENT AGREEMENT TO FURNISH EMERGENCY MANAGEMENT CONSULTING SERVICES", TO AMEND SECTION 11 OF THE AGREEMENT REGARDING TERM AND TERMINATION BETWEEN THE CITY AND TIDAL BASIN GOVERNMENT CONSULTING, LLC (TIDAL BASIN) FOR EMERGENCY MANAGEMENT CONSULTING SERVICES CONSISTENT WITH THE ORIGINAL RFP; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE NECESSARY DOCUMENTS, UPON ADVICE AND CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, in Resolution 20-068 the City Commission authorized an Agreement between the City and Tidal Basin Government Consulting, LLC in response to RFP No. 002-20, and in Resolution 21-029 a one-year extension was approved; and

WHEREAS, the consultant and City staff recognize that the terms of the Agreement that was executed do not reflect the terms specified in the RFP, and accordingly recommend approval of the attached "Amendment to Agreement," which would replace Section 11.2 of the Agreement, converting the agreement to a three-year term, with an option for a two-year renewal, as specified in the RFP; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA AS FOLLOWS:

Section 1: That the attached "First Amendment Agreement to furnish Emergency Management Consulting Services" to the Agreement between Tidal Basin and the City is hereby approved to accurately reflect the terms contained in the original RFP.

Section 2: Under the First Amendment, the agreement therefor will be considered to be going into the third year of the first three-year term of the Agreement. The parties shall have the option of exercising a two-year extension in 2023.

Section 3: That the City Manager is authorized to negotiate and execute any necessary documents, upon advice and consent of the City Attorney.

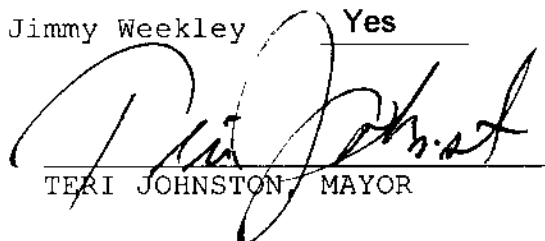
Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 19th day of January, 2022.


Authenticated by the Presiding Officer and Clerk of the Commission on 20th day of January, 2022.

Filed with the Clerk on January 20, 2022.

Mayor Teri Johnston	<u>Yes</u>
Vice Mayor Sam Kaufman	<u>Yes</u>
Commissioner Gregory Davila	<u>Yes</u>
Commissioner Mary Lou Hoover	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>

  
TERI JOHNSTON, MAYOR

ATTEST:

  
CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

To: Patti McLaughlin, City Manager
From: Capt. Greg Barroso
Date: January 7, 2021
Reference: City of Key West Emergency Management Consulting Agreement

Action Statement:

This resolution will allow the City Manager to Amend the base Agreement signed on March 20, 2020 to furnish Emergency Management Consulting Services ("Amendment") between City of Key West ("Client") and Tidal Basin Government Consulting, LLC ("Consultant").

Background:

Request for Proposal 002-20 'Emergency Management Consulting Services' was issued on November 11th, 2019, in which the City received 6 responses. A ranking committee was convened with the City's current Emergency Management Consultant 'Tidal Basin' being ranked first. A resolution was created requesting the City to enter a contract with Tidal Basin for 3 years with the option to renew for 2 additional years. This resolution was scheduled to be presented to the City Commission at the March 17th, 2020, City Commission meeting which was cancelled due to Governor Executive Order 20-91, and the meeting was moved to March 24th, 2020. This City Commission meeting was also cancelled due to CDC guidelines on meeting size limits. On March 18th, 2020, the City Manager signed an emergency declaration allowing for the negotiation and execution of an agreement to Tidal Basin in response to RFP 002-20 due to the declared public health emergency. This agreement was ratified in resolution 20-068 and signed by the City Manager on March 20th, 2020, as a one-year agreement. Due to an administrative oversight the agreement was not executed as per the intent of the RFP (3 years plus 2 years) and a second one-year extension was approved by the City Commission on March 21st, 2021, in Resolution No. 21-029. Had the agreement been executed as originally planned the City would be entering into the 3rd year of the agreement this year, with the two-year extension still available.

Additional Background Information: The City requested proposals from any prospective contactors. The RFP #002-20 was issued on November 11, 2019 and all proposals were accepted by December 18, 2019. The City received proposals from 6 (6) contractors.

- 1. Tidal Basin
2. CDR McGuire Inc.
3. AG Witt LLC
4. Hagerty Consultants
5. Thomas Howell Ferguson PA
6. Kinne Assoc. LLC

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## THE CITY OF KEY WEST

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### Financial Impact:

In the event of a Federally Declared storm or other disaster and the service of an emergency management consulting contractor is needed, typically the City would pay 12.5% of the total cost of services if a declaration of emergency is signed by the Governor of the State of Florida. The remainder of costs would be reimbursed by FEMA at 75% and the State of Florida at 12.5%. In the event of a storm or disaster that does not rise to the level of being Federally declared then the City would be responsible for 100 percent of the cost of removal and/or monitoring. Under either scenario the City's funding responsibility would be from the General Fund's operating contingency.

### Recommendation:

Staff recommends that the city follow the terms of the base agreement with Tidal Basin and enter into the third year of the agreement, allowing the agreement to be extended on an optional basis at the end of the term for an additional period of two (2) years upon mutual agreement of the parties.

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KEY WEST FIRE DEPARTMENT



**Amendment to Agreement  
City of Key West – Emergency Management Consulting Services**

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**First Amendment  
Agreement to furnish Emergency Management Consulting Services**

This First Amendment to Agreement to furnish Emergency Management Consulting Services (“Amendment”) is effective April 24, 2021 by and between City of Key West (“Client”) and Tidal Basin Government Consulting, LLC (“Consultant”). The Client and the Consultant are sometimes referred to herein individually as a “Party” and collectively as “Parties”.

**WHEREAS**, on or about November 2019, the Client issued Request for Proposals No. 002-20, for Emergency Management Consulting Services (“RFP”) to competitively procure the services of a qualified firm to identify possible grant opportunities, coordinate with City staff the assimilation and compilation of information and data required to put forth a concise and complete grant application prepare the grant application, respond to questions and/or request from the grant making organization and monitor on behalf of the City of Key West the progression of the submitted application until such time the application is awarded or denied; and

**WHEREAS**, pursuant to Part 1, General Proposal Requirements, Instructions to Proposer, Section 1, and Part III- Draft Agreement, Subsection 11.2 of the RFP, the Client intended to enter into an agreement with the successful proposer for a period of three (3) years from the date of execution of the agreement, with an option to extend for additional two (2) years; and

**WHEREAS**, the Client awarded the contract to Consultant, and on or about March 20, 2020, the Parties executed an Agreement (“Agreement”); and

**WHEREAS**, due to an error or oversight, the term of the Agreement, as set forth in Subsection 11.2 of the Agreement, was for one (1) year, with the option to extend for an additional one (1) year, not in accordance with the Client’s intent as indicated in the RFP; and

**WHEREAS**, the Parties desire to amend the Agreement to incorporate the term of performance as set forth in the RFP, to wit three (3) years with an option to renew for additional two (2) years; and

**WHEREAS**, the Parties desire to amend the Agreement as provided herein.

**THEREFORE**, in consideration of the mutual covenants and promises set forth in this Amendment and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- I. **Section 11. TERM AND TERMINATION, Subsection 11.2** is hereby deleted in its entirety and replaced with the following:



**Amendment to Agreement**  
**City of Key West – Emergency Management Consulting Services**

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11.2 This Agreement shall take effect as of the date of execution as shown herein below and continue in effect for a period of three (3) years from the date of execution, with an option to extend for additional two (2) years.

II. Except as amended herein, all the terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers or representatives.

**City of Key West, Florida**  
By: *[Signature]*  
Name: Patricia M. Muehlen  
Title: City Manager  
Date: 1/24/2022

**Tidal Basin Government Consulting, LLC**  
By: *[Signature]*  
Name: WILLIAM J. SLATER  
Title: VICE PRESIDENT  
Date: 02/07/2022