

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

This First Amendment to Agreement to furnish Emergency Management Consulting Services (“Amendment”) is effective \_\_\_\_\_, 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**

---

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**

**Tidal Basin Government Consulting, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_