

RESOLUTION NO. 18-366

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED "FIRST AMENDMENT TO CONTRACT" TO THE "AGREEMENT FOR OPERATIONS, MAINTENANCE, AND MANAGEMENT SERVICES FOR THE CITY OF KEY WEST, FLORIDA, WASTEWATER FACILITIES" BETWEEN THE CITY AND OPERATIONS MANAGEMENT INTERNATIONAL, INC. (OMI); AUTHORIZING A FIVE-YEAR RENEWAL, PURSUANT TO SECTION 4.1 OF THE AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY PAPERWORK UPON CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution No. 13-304 the City Commission approved an Agreement with OMI to operate, maintain and manage the City's Wastewater Treatment Facilities; and

WHEREAS, City staff and OMI have requested an amendment to Section 2.5 of the Agreement, specifically amending the Direct Cost process for electricity charges, which is expected to save the City additional funds; and

WHEREAS, City staff recommends approval of a five-year renewal term, pursuant to Section 4.1 of the contract; 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 to Contract", amending Section 2.5 of the "Agreement for Operations, Maintenance, and Management Services for the City of Key West, Florida, Wastewater Facilities" is hereby approved.

Section 2: That the contract is renewed for a term of five years, pursuant to section 4.1 of the Contract.

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

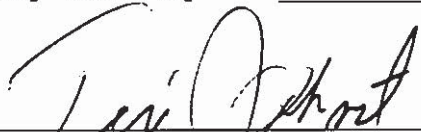
Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 4th day of December, 2018.

Authenticated by the Presiding Officer and Clerk of the Commission on 5th day of December, 2018.

Filed with the Clerk on December 5, 2018.

Mayor Teri Johnston	<u>Yes</u>
Commissioner Gregory Davila	<u>Yes</u>
Commissioner Mary Lou Hoover	<u>Yes</u>
Commissioner Sam Kaufman	<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

## FIRST AMENDMENT TO CONTRACT

This First Amendment to the Contract is entered into this 4th day of December 2018, by and between the City of Key West, Florida, a municipal corporation (hereinafter the "CITY") and Operations Management International, Inc., a Florida corporation (hereinafter "OMI").

### WITNESSETH

WHEREAS, On November 19th, 2013 the City Commission approved a 5-year contract establishing OMI to provide operation and maintenance services for wastewater and stormwater utilities for the City of Key West. (Resolution 13-304). This contract governs the operations of the Wastewater Treatment Plant and all pump/lift stations for wastewater and stormwater, and all associated infrastructure. The contract has an initial 5-year term, a renewal 5-year term, and a final 5-year renewal term.

RFP 09-13 was advertised for this contract was developed by Black and Veatch Engineering, Inc. who approved of the proposer's responsiveness and financial stability. From those proposers OMI was the highest rated amongst the ranking committee.

WHEREAS, CITY and OMI desire to amend certain provisions of the Contract to remove the responsibility of OMI to pay for electricity.

NOW, THEREFORE, in mutual consideration of the benefits conferred upon the parties by the terms of this Amendment, CITY and OMI agree to modify the Contract as follows:

RECITALS: That the above recitals are true and correct and made a part hereof;

**Section 1:** Paragraph 2.5 of the Contract is hereby deleted in its entirety and replaced with the following:

#### Section 2.5 Direct Cost

The cost incurred for the direct benefit of the Facilities, including, but not limited to, expenditures for direct labor, employee benefits, chemical lab supplies, repairs, repair parts, maintenance, parts, safety supplies, gasoline, oil, equipment rental, office supplies, other supplies, uniforms, telephone, postage, water, utilities (excluding electricity), tools, insurance, professional memberships, and training supplies.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Contract on the date first written above.

CITY OF KEY WEST, FLORIDA

By: *Jim Scholl*  
Jim Scholl, City Manager



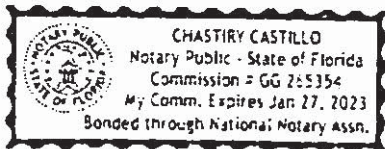
*Cheryl Smith*  
Cheryl Smith, City Clerk

OPERATIONS MANAGEMENT  
INTERNATIONAL, INC

By: *Dan Stark*  
Dan Stark, Florida Manager of Projects

*[Signature]*  
Witness

*[Signature]*  
Witness



*Chastiry Castillo 11/20/2018*