

RESOLUTION NO. 19-111

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AMENDING THE CONTRACT FOR GENERAL ENGINEERING SERVICES WITH KEITH & SCHNARS BY CONSENTING TO ASSIGN THE CONTRACT TO KCI TECHNOLOGIES, INC.; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution No. 17-207, the City Commission approved a three-year contract with Keith & Schnars; and

WHEREAS, on January 23, 2019 the City was informed that KCI Technologies, Inc. acquired Keith & Schnars, and that the company will continue to provide engineering services to the City, including the same professional staff and equipment necessary to complete task orders in process and to be issued during the remaining term of the current General Engineering Services Contract.

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

Section 1: That the City Commission hereby consents to assign the City's General Engineering Services Contract with Keith & Schnars to KCI Technologies, Inc. for the remaining term of the contract.

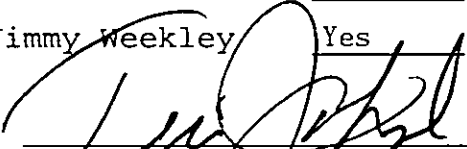
Section 2: That the City Manager is hereby authorized to execute a Consent to assign from Keith & Schnars to KCI Technologies, Inc., upon advice and consent of the City Attorney.

Section 3: 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 2nd day of April, 2019.

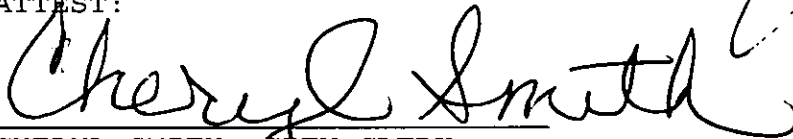
Authenticated by the Presiding Officer and Clerk of the Commission on 3rd day of April, 2019.

Filed with the Clerk on April 3, 2019.

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 (305) 809-3883

MEMORANDUM

TO: Jim Scholl, City Manager

FROM: Kelly Crowe, City Engineer

Cc: Steve McAlearney, Engineering Director
Greg Veliz, Assistant City Manager
Mark Finigan, Finance Director

DATE: March 18, 2019

SUBJECT: Keith & Schnars Corporate Name Change

ACTION STATEMENT

Approve the corporate name change of Keith & Schnars to KCI Technologies, Inc. to provide services to the City of Key West under existing General Engineering and General Architectural Services Agreements. Keith & Schnars will also be professionally known as Keith & Schnars, a division of KCI Technologies, Inc.

BACKGROUND

Per Resolution 17-207, the City of Key West City Commission approved the staff ranking for General Engineering Services. Based on the rankings, Keith & Schnars was awarded a contract for general engineering services on a task order basis.

PURPOSE AND JUSTIFICATION

City staff was informed on January 23, 2019 that Keith & Schnars had been purchased by KCI Technologies, Inc. Although Keith & Schnars was purchased by KCI Technologies, Inc., their current resources, contract and other existing services to the City of Key West will be maintained and is not expected to affect current projects. KCI Technologies has submitted a completed W-9 form, Certificate of Liability Insurance (COI) as well as a vendor setup form to the Finance Department.

FINANCIAL ISSUES

This action is administrative in nature and the existing contract with Keith &

Key to the Caribbean - Average yearly temperature 77°

Schnars will remain in effect; however financial transactions will be completed with KCI Technologies, Inc.

RECOMMENDATION

Staff recommends approving the name change from Keith & Schnars to KCI Technologies, Inc. to continue to provide services to the City of Key West under existing General Engineering Services Agreements.

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and delivered as of January 1, 2019, by and between Keith and Schnars, P.A., a Florida professional association ("Assignor"), and KCI Technologies, Inc., a Delaware corporation ("Assignee"), pursuant to that certain Asset Purchase Agreement, of even date herewith (the "Purchase Agreement"). All capitalized terms used but not otherwise defined in this Agreement shall have the meanings given to them in the Purchase Agreement.

1. Assignment and Assumption. Assignor hereby sells, transfers, assigns and delivers to Assignee, and its successors and assigns, to have and hold forever, all of Assignor's right, title, and interest in and to all of the Assumed Agreements, free and clear of all Encumbrances other than Permitted Encumbrances. Assignee hereby accepts the foregoing transfer, assignment, and delivery of the Assumed Agreements and assumes all obligations under the Assumed Agreements; *provided*, that Assignee is not assuming any liability under the Assumed Agreements arising out of a breach or default thereunder by Assignor occurring prior to the Closing Date.

2. Relation to the Purchase Agreement. This Agreement is made subject to and with the benefit of the representations and warranties, covenants, indemnities, terms, conditions and other provisions of the Purchase Agreement, all of which shall survive the execution and delivery of this Agreement in accordance with the terms and conditions of the Purchase Agreement. This Agreement shall not in any way supersede the Purchase Agreement, which remains in full force and effect, and the parties thereto shall have the rights, duties and obligations provided thereunder. Nothing in this Agreement shall be deemed to limit, modify or expand any obligations, liabilities or any representations, warranties, covenants, indemnities, terms, conditions, or other provisions set forth in the Purchase Agreement. In the event of any conflict or other inconsistency between this Agreement and the Purchase Agreement, the Purchase Agreement shall be the controlling agreement.

3. Governing Law. This Agreement shall be construed and enforced in accordance with and shall be governed by the laws of the State of Florida.

4. Amendments. This Agreement may be amended, modified, supplemented or changed in whole or in part only by an agreement in writing making specific reference to this Agreement and executed by each of the parties hereto.

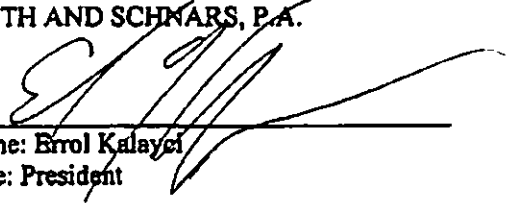
5. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument when taken together. Any signature on a copy of this Agreement or any document necessary or convenient thereto sent by facsimile or other electronic means (i.e., via PDF, email, etc.) shall be binding upon transmission by facsimile or other electronic means, and the facsimile or other electronic copy may be utilized for the purposes of this Agreement.

- Signatures appear on the following page -

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment and Assumption Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

ASSIGNOR:

KEITH AND SCHNARS, P.A.

By: 
Name: Errol Kalayci
Title: President

ASSIGNEE:

KCI Technologies, Inc.

By: _____
Name: Nathan J. Beil
Title: CEO

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment and Assumption Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

ASSIGNOR:

KEITH AND SCHNARS, P.A.

By: _____

Name: Errol Kalayci

Title: President

ASSIGNEE:

KCI Technologies, Inc.

By:  _____

Name: Nathan J. Beil

Title: CEO

RESOLUTION NO. 17-207

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING STAFF RANKING AND AWARDED CONTRACTS ON A TASK ORDER BASIS TO NINE BIDDERS IN RESPONSE TO REQUEST FOR QUALIFICATIONS NO. 17-002 FOR GENERAL ENGINEERING SERVICES; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City issued a Request for Qualifications for engineering firms capable of providing general engineering services; and

WHEREAS, fourteen firms responded, and at a public meeting on June 16, 2017, a committee comprised of City staff members reviewed the responses, and determined eight full-service firms to be particularly qualified, and one firm to be local, timely and cost-effective for structural engineering services, and recommended that the City engage each one on a Task Order basis;

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

Section 1: That the responses for general and utility engineering consulting services are hereby ranked by staff, and approved by the City Commission as follows:

- (1) Stantec
- (2) CH2M Hill
- (3) Keith & Schnars
- (4) AMEC Foster Wheeler
- (5) EAC Consulting
- (6) T.Y. Lin International
- (7) Black & Veatch Corporation
- (8) Perez Engineering & Development
- (9) Artibus Design, LLC (for structural engineering only)

Section 2: That the City Manager is hereby authorized to negotiate and execute contracts with each of the companies in order of ranking, upon advice and consent of the City Attorney, for a term not to exceed three (3) years, with an option for one-two-year extension.

Section 3: Specific task orders issued pursuant to the contracts shall comply with the City's procurement guidelines.

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 15 day of August, 2017.

Authenticated by the Presiding Officer and Clerk of the Commission on 16 day of August, 2017.


Filed with the Clerk on August 16, 2017.

Mayor Craig Cates	<u>Yes</u>
Vice Mayor Clayton Lopez	<u>Absent</u>
Commissioner Sam Kaufman	<u>Yes</u>
Commissioner Richard Payne	<u>Yes</u>
Commissioner Margaret Romero	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Absent</u>



CRAIG CATES, MAYOR

ATTEST:



CHERYL SMITH, CITY CLERK