SECOND AMENDMENT TO
AGREEMENT FOR OPERATION, MAINTENANCE,
AND MANAGEMENT SERVICES FOR
THE CITY OF KEY WEST, FLORIDA, WASTEWATER FACILITIES

This Second Amendment to the Agreement is made and entered into this 18 day of August, 2021, by and between Operations Management International, Inc., ("Contractor") and the City of Key West, Florida ("City").

WITNESSETH:

WHEREAS, the City entered into an Agreement ('Agreement") with Contractor on March 1, 2014, for a period of five years upon certain terms and conditions, with a renewal 5-year term, and a final 5-year renewal term; and

WHEREAS, City and Contractor desire to amend certain provisions of the Agreement;

NOW, THEREFORE, in mutual consideration of the benefits conferred upon the parties by the terms of this Amendment, the City and Contractor agree to modify the Agreement as follows:

a. Paragraph 3.2.8.c is hereby deleted in its entirety and replaced with the following:

> 3.2.8.c. Corrective Maintenance and Repair. To the limits provided below, the CONTRACTOR will provide corrective maintenance and repairs for the Facilities and all related equipment, structures, and vehicles consistent with good corrective maintenance and repair practices or the manufacturer's specification, utilizing its computerized maintenance management system. Corrective maintenance and repairs are deemed to be those non-preventive maintenance or repairs which cost less than $10,000, other than repair of damages caused by Force Majeure, as hereinafter defined. During the term of this Agreement, the CONTRACTOR shall use methods of operation and maintenance which shall keep the Facilities in as good or better condition that at the start of this Agreement, excepting normal wear and tear. The CONTRACTOR shall maintain records of corrective maintenance and repair activities.

b. Paragraph 3.2.8.d is hereby deleted in its entirety and replaced with the following:

> 3.2.8.d. Capital Expenditures and Replacements. Capital expenditure and replacement are deemed to be any repairs or replacements which cost $10,000 or more or which are caused by Force Majeure. The CONTRACTOR shall make no unreasonable request and shall ensure that items requested are reasonable and justifiable to carry out the terms of this Agreement in accordance with professional engineering practices. The City shall consent to all reasonable and justifiable capital expenditures and replacements, which consent shall not be unreasonably withheld. The City's cost of repairing and replacing these items shall be paid for either by reimbursement to the CONTRACTOR or by direct purchase by the City. Emergency items which are identified and which are needed for the safety of workers, will be given first priority. The CONTRACTOR shall submit to the City, by April 10 of each Fiscal Year, a list and estimate of capital expenditures and replacements, if any, to be provided by the City for the succeeding year. Because the City will be responsible for equipment replacement, the CONTRACTOR will submit documentation of the cost effectiveness of "repair versus replace" decisions recommended by the CONTRACTOR.

3. Exhibit B Facilities is hereby amended to include the following stormwater stations:

    a. Dennis Street Pump Station
    b. South Roosevelt Pump Station

4. All other terms and conditions of the Agreement dated March 1, 2014, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed the day and year first above written.

ATTEST:

DEPUTY City Clerk

CITY OF KEY WEST

City Manager

WITNESS

RICK CLEAVER (PM)
Print Name

CONTRACTOR

ANDY ROUSE - VP.
Print Name and Title

EXHIBIT B

FACILITIES

The Facilities shall include the following:

1. All equipment, vehicles, grounds, facilities, and appurtenances thereto that will be in existence at the time of commencement of operation of the City's wastewater treatment facility on the property described as follows:

A parcel of land in Township 67 South, Range 25 East on Fleming Key, Monroe County, Florida, being more particularly described as follows:

COMMENCE at the U. S. Army Corps of Engineers Control Station Pier 0-2, the coordinates of which are N 85,337.68 and E 233,429.18 based on U. S. Coast and Geodetic Survey Mercator Grid Coordinate System (East Zone) which has for its zero coordinate a point at Latitude 24 20' North and 500,000 feet west of Longitude 81 00' West, THENCE N 75 17' 14.5" E. 1,888.45 feet to THE POINT OF BEGINNING;

THENCE N 00 00' 20" E, 379.77 feet;
THENCE N 45 00' 33" E, 117.22 feet;
THENCE N 00 01' 00" E, 314.87 feet;
THENCE N 44 43' 06" W, 438.70 feet;
THENCE S 45 16' 54" W, 621.17 feet;
THENCE S 56 41' 13" E, 167.43 feet;
THENCE S 32 11' 13" E, 380.00 feet;
THENCE S 42 11' 23" E, 221.23 feet;
THENCE S 67 00' 49" E, 191.32 feet;
to THE POINT OF BEGINNING.

The above-described parcel contains 10.145 acres, more or less, all as shown on map marked Exhibit "A" attached hereto and made a part hereof.

ALSO

A 25' wide strip of land in Township 67 South, Range 25 East, Monroe County, Florida, 12.5 feet on each side of the following described centerline:

COMMENCE at the U. S. Army Corps of Engineers Control Station Pier D-2, the coordinates of which are N 85,337.68 and E 223,429.18 based on

U. S. Coast and Geodetic Survey Mercator Grid Coordinate System (East Zone) which has for its zero coordinate a point of Latitude 24 20' North and 500,000 feet West of Longitude 81 00' West; THENCE N 75 17' 14.5" E, 1,888.45 feet' THENCE N 00 00 20" E, 15.57 feet to THE POINT OF BEGINNING;

THENCE S 89 59' 40" E, 52.78 feet;
THENCE S 82 32' 33" E, 321.99 feet;
THENCE S 00 00' 06" W, 417.38 feet;
THENCE S 11 04' 30" W, 939.00 feet;
THENCE N 80 33' 38" W, 431.36 feet;
THENCE S 09 26' 22 "W, 16.00 feet, more or less, to the northerly line of the housing authority of Key West property conveyed in deed book G-9, Page 406 of the public records of Monroe County, Florida, and the POINT OF TERMINUS.

2. All of the pipe system, including lift stations and appurtenances thereto, running between the Plant Lift Station "A".

3. Lift Stations:

"A" ..... 250 Amelia St.
"B" ..... 631 Greene St.
"C" ..... 699 Palm Ave.
"D" ..... 1329 Seminary St.
"DA" ..... 1391 Atlantic Blvd.
"E" ..... 2430 Government Rd.
"F" ..... 1460 Fourteenth St.
"G" ..... 3545 Flagler Ave.
"H" ..... 250 Trumbo Rd.
"I" ..... 3105 N. Roosevelt Blvd.
"J" ..... 3906 S. Roosevelt Blvd.
"K" ..... 3485 S. Roosevelt Blvd.
"L" ..... 3557 S. Roosevelt Blvd.
"M" ..... 3805 S. Roosevelt Blvd.
"N" ..... 2001 S. Roosevelt Blvd.
"O" ..... Venetian Dr.
"P" ..... Garrison Bight
"R" ..... Buttonwood Court
"S" ..... Hilton Haven

4. Navy flow meters:

Station "D1" .....Trumbo Point Annex front gate
Station "D2" ..... Trumbo Point Annex backflow preventer
Station "D3" .....Trumbo Point Annex back gate
Station "E2".....Lift station "A"
Station "E3".....Truman Ave. and Fort St.
Station "E5".....Angela St. and old City Electric System building
Station "B" .....Poinciana Housing
Station "C" ..... Sigsbee
Station "A" ..... Medical Center

RESOLUTION NO. 21-159

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED "SECOND 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), TO ADJUST PROCUREMENT LIMITS IN SECTION 3.2.8.c. and 3.2.8.d. AND TO ADD TWO LIFT STATIONS TO EXHIBIT B FACILITIES LIST; 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, in Resolution No. 18-366 the City Commission approved a First Amendment to Contract, approving certain amendments and a five-year contract extension; and

WHEREAS, City staff and OMI have requested an amendment to Sections 3.2.8.c. and 3.2.8.d. of the Agreement, to adjust the spending limit to $10,000 to provide expeditious and efficient repair and maintenance to wastewater and stormwater facilities and equipment; and

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

Section 1: That the attached "Second Amendment to Contract", amending Section 3.2.8.c. and 3.2.8.d. 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 City Manager, upon the advice and consent of the City Attorney, is authorized to execute any necessary documents.

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 3rd day of August, 2021.

Authenticated by the Presiding Officer and Clerk of the Commission on 10th day of August, 2021.

Filed with the Clerk on August 10, 2021.

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

TERI JOHNSTON, MAYOR

ATTEST:

KERI O'BRIEN, DEPUTY CITY CLERK