

**CITY OF MARATHON, FLORIDA
RESOLUTION 2018-36**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A SECOND AMENDMENT TO THE EMERGENCY PROFESSIONAL SERVICES AGREEMENT WITH EARLY ALERT, INC. FOR DISASTER RESPONSE SERVICES IN THE AMOUNT NOT TO EXCEED \$843,000.00 AND EXTENDING THE TERM OF THE AGREEMENT TO AND THROUGH MAY 31, 2018; APPROPRIATING FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on September 10, 2017, Hurricane Irma made landfall in the Florida Keys, causing severe flooding and significant wind damage; leaving the city littered with debris; creating a public safety hazard with significant travel implications delaying emergency services; and

WHEREAS, as a result of Hurricane Irma, there are Emergency conditions which have resulted in an unexpected and unusually dangerous situation that calls for immediate action, including an urgent need for assistance, relief, and recovery that is required to protect public health, reduce further damage, insure public safety and render emergency relief; and

WHEREAS, the CITY has determined that the aforementioned emergency conditions constitute a threat to the health, safety and welfare of the City's residents and employees that did not permit an initial delay resulting from competitive solicitation of disaster response services; and

WHEREAS, the CITY, in accordance with Section 252.38, Florida Statutes, declared a State of Local Emergency on September 5, 2017, and to this date is still operating under said State of Local Emergency; and

WHEREAS, the CITY and CONTRACTOR entered into an emergency agreement for disaster response services (the "Agreement"), dated September 6, 2017; and

WHEREAS, the CITY and CONTRACTOR subsequently entered into the first amendment to the Agreement, which expired on March 31, 2018; and

WHEREAS, the CITY has determined that emergency conditions still exist, and though the City is finalizing the award of a new contract to CONTRACTOR that is being awarded pursuant to a competitive solicitation process, the term of the emergency contract needs to be extended to continue to protect the health, safety and welfare of the City's residents and employees in the interim; and

WHEREAS, at the time the Agreement and first amendment were entered into, it was not possible to accurately estimate the extent or duration of the work, as well as the total costs with any reasonable degree of confidence; and

WHEREAS, the Parties, after working together under the Agreement, are now able to better determine the extent and total costs of the work necessary to carry out the terms of the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. The Term of the Agreement is amended to extend to and through May 31, 2018.

Section 3. The Parties agree to amend the Agreement by increasing the Not to Exceed Amount for all work undertaken under this contract eight hundred forty three thousand dollars (\$843,000.00).

Section 4. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 24TH DAY OF APRIL, 2018

THE CITY OF MARATHON, FLORIDA



Mayor Michelle Coldiron

AYES: Zieg, Bartus, Senmartin, Coldiron
NOES: None
ABSENT: Cook
ABSTAIN: None

ATTEST:



Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE
CITY OF MARATHON, FLORIDA ONLY:**



David Migut, City Attorney

SECOND AMENDMENT TO EMERGENCY PROFESSIONAL SERVICES AGREEMENT

This Second Amendment to Emergency Professional Services Agreement is entered into this 24th day of April, 2018, by and between the CITY OF MARATHON, a Florida municipal corporation, with its address at 9805 Overseas Highway, Marathon, Florida 33050 (hereinafter referred to as the "CITY") and Early Alert, Inc., with its address at 2740 SW Martin Downs Blvd. #414, Palm City, Florida 34990 (hereinafter referred to as the "CONTRACTOR").

WITNESSETH:

WHEREAS, on September 10, 2017, Hurricane Irma made landfall in the Florida Keys, causing severe flooding and significant wind damage; leaving the city littered with debris; creating a public safety hazard with significant travel implications delaying emergency services; and

WHEREAS, as a result of Hurricane Irma, there are Emergency conditions which have resulted in an unexpected and unusually dangerous situation that calls for immediate action, including an urgent need for assistance, relief, and recovery that is required to protect public health, reduce further damage, insure public safety and render emergency relief; and

WHEREAS, the CITY has determined that the aforementioned emergency conditions constitute a threat to the health, safety and welfare of the City's residents and employees that did not permit an initial delay resulting from competitive solicitation of disaster response services; and

WHEREAS, the CITY, in accordance with Section 252.38, Florida Statutes, declared a State of Local Emergency on September 5, 2017, and to this date is still operating under said State of Local Emergency; and

WHEREAS, the CITY and CONTRACTOR entered into an emergency agreement for disaster response services (the "Agreement"), dated September 6, 2017; and

WHEREAS, the CITY and CONTRACTOR subsequently entered into the first amendment to the Agreement, which expired on March 31, 2018; and

WHEREAS, the CITY has determined that emergency conditions still exist, and though the City is finalizing the award of a new contract to CONTRACTOR that is being awarded pursuant to a competitive solicitation process, the term of the emergency contract needs to be extended to continue to protect the health, safety and welfare of the City's residents and employees in the interim; and

WHEREAS, at the time the Agreement and first amendment were entered into, it was not possible to accurately estimate the extent or duration of the work, as well as the total costs with any reasonable degree of confidence; and

WHEREAS, the Parties, after working together under the Agreement, are now able to better determine the extent and total costs of the work necessary to carry out the terms of the Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

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Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

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Section 3. The Parties agree to amend the Agreement by increasing the Not to Exceed Amount for all work undertaken under this contract eight hundred forty three thousand dollars (\$843,000.00).

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IN WITNESS WHEREOF, CITY and CONTRACTOR have made and executed this Agreement on the date written above.

CITY OF MARATHON, FLORIDA

ATTEST:



Diane Clavier, City Clerk


Michelle Coldiron, Mayor

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:


David Migut, City Attorney

EARLY ALERT, INC.

By: 
Printed Name: HANS K WAGNER
Title: CEO