

**RESOLUTION NO. 19-11-101**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING A FIRST AMENDMENT TO THE CONTINUING SERVICES AGREEMENT BETWEEN WADE TRIM, INC., AND ISLAMORADA, VILLAGE OF ISLANDS, TO PROVIDE ENGINEERING AND ARCHITECTURAL SERVICES FOR THE VILLAGE'S WASTEWATER UTILITY; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Islamorada, Village of Islands (the "Village") has retained the services of Wade Trim, Inc., ("CONSULTANT") to provide engineering and architectural services for the Village's Wastewater Utility; and

**WHEREAS**, the Village entered into a Continuing Services Agreement (the "Agreement") dated June 4, 2015 with CONSULTANT to provide its services; and

**WHEREAS**, the termination date of the five (5)-year Agreement is June 3, 2020, and fees will be incurred for additional needed services pursuant to Work Authorization No. 6 through September 30, 2020; and

**WHEREAS**, a First Amendment to the Agreement (the "First Amendment") is needed to extend the termination date to September 30, 2020, a copy of which is attached hereto as Exhibit "A"; and

**WHEREAS**, the Village Council finds that approval of the First Amendment is in the best interest of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are true and correct and incorporated into this Resolution by this reference.

**Section 2. Approval of Amendment.** The Village Council hereby approves First Amendment to the Agreement between the Village and CONSULTANT together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

**Section 3. Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the First Amendment.

**Section 4. Authorization of Fund Expenditure.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the First Amendment.

**Section 5. Execution of Agreement.** The Village Manager is authorized to execute the terms and conditions of the First Amendment and to execute any extensions and/or amendments to the First Amendment, subject to the approval as to form and legality by the Village Attorney.

**Section 6. Effective Date.** This Resolution shall take effect immediately upon adoption.

Motion to adopt by Councilman Jim Mooney, second by Councilwoman Cheryl Meads.

**FINAL VOTE AT ADOPTION**

**VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS:**

Mayor Deb Gillis	YES
Vice Mayor Mike Forster	YES
Councilman Ken Davis	YES
Councilwoman Cheryl Meads	YES
Councilman Jim Mooney	YES

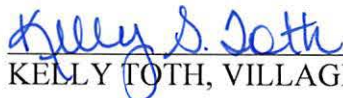
**PASSED AND ADOPTED THIS 21<sup>ST</sup> DAY OF NOVEMBER, 2019.**



---

DEB GILLIS, MAYOR

ATTEST:



---

KELLY TOTH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND BENEFIT OF  
ISLAMORADA, VILLAGE OF ISLANDS:



---

ROGET V. BRYAN, VILLAGE ATTORNEY

**FIRST AMENDMENT  
CONTINUING SERVICES AGREEMENT  
BETWEEN  
ISLAMORADA, VILLAGE OF ISLANDS  
AND  
WADE TRIM, INC.**

**THIS AMENDMENT** to the Continuing Services Agreement (the "First Amendment") is made between **WADE TRIM, INC.**, a Florida corporation ("CONSULTANT") and **ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**, a Florida municipal corporation (the "VILLAGE").

**WHEREAS**, CONSULTANT and the VILLAGE entered into a certain Continuing Services Agreement (the "Agreement") effective June 4, 2015; and

**WHEREAS**, the parties desire to enter into this First Amendment to modify the termination date of the Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions set forth in this First Amendment, CONSULTANT and the VILLAGE agree as follows.

**Section 1.**      **Amendment to Agreement.** The Agreement is amended to read as follows:

\* \* \*

**SECTION 3. TERM/TERMINATION**

3.1      **Term of Agreement.** – This Continuing Service Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect ~~for period of five (5) years therefrom~~ through September 30, 2020, unless and until terminated pursuant to Section 32., 3.3, or other application sections of this Agreement. Each Project Agreement shall specify the period of service agreed to by the VILLAGE and the CONSULTANT for services to be rendered under said Project Agreement.

\* \* \*

**Section 2.**      **No Further Modifications.** All other terms and conditions of the existing Agreement not in conflict or superseded by this First Amendment shall remain in full force and effect as if set forth herein.

**Section 3.**      **Effective Date.** This First Amendment shall be effective upon execution.

**IN WITNESS WHEREOF**, the parties execute this First Amendment on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, and CONSULTANT by and through its principal.

Attest:

**ISLAMORADA, VILLAGE OF ISLANDS**

Kelly D Toth  
Kelly Toth, Village Clerk

By: Seth Lawless  
Seth Lawless, Village Manager

Date: 11/26/19

Attest:

**WADE TRIM, INC.**

Katherine Birby  
Secretary  
Print Name: Katherine Birby

By: Thomas S. Bzezninski  
Print Name: THOMAS S. BZEZNINSKI  
Title: EXEC. VICE PRESIDENT  
Date: DECEMBER 2, 2019

WITNESSES:

Angela D. Watson  
Print Name: Angela D. Watson

Crystal Squires  
Print Name: Crystal Squires