



RESOLUTION NO. 2022-22

A RESOLUTION AUTHORIZING THE MAYOR TO RENEW THE DISASTER DEBRIS MONITORING SERVICES CONTRACT WITH VOLKERT, INC THROUGH SEPTEMBER 23, 2023

WHEREAS, the Council of the Town of Magnolia Springs, Alabama (the "Town"), entered into a contract with Volkert, Inc ("Volkert") for debris monitoring services on September 23, 2020; and

WHEREAS, the contract can be renewed up to (4) additional one (1) year terms upon the mutual agreement of the Town and Volkert;

WHEREAS, the Town now desires to renew the contract for the second of four option years and revise the termination date to read September 23, 2023, as provided in Article II – Section 3 – Part H of the Original Contract; and

WHEREAS, Volkert is agreeable to revise the contract date as requested by the Town.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Magnolia Springs, Alabama, that the Mayor, Kim Koniar, is hereby authorized to renew and revise the original contract with Volkert for debris monitoring services and is authorized to execute the documents necessary to formalize the agreement.

APPROVED and ADOPTED this 26th day of July 2022.

ATTEST:



Kim Koniar, Mayor



Hannah Driskell, Town Clerk



SUPPLEMENTAL AGREEMENT NO. 2
TO CONTRACT FOR
DISASTER DEBRIS MONITORING SERVICES
DATED SEPTEMBER 23, 2020

THIS SUPPLEMENTAL AGREEMENT, made and entered into this the 26th day of July 2022, by and between:

TOWN OF MAGNOLIA SPRINGS, ALABAMA
(hereafter the "OWNER")
and
VOLKERT, INC.
(hereafter the "CONSULTANT").

WHEREAS the OWNER and the CONSULTANT entered into an Agreement on September 23, 2020 (Original Contract) whereby, the CONSULTANT is to provide all necessary professional services associated with the original contract for the OWNER, all as more specifically set forth in said Agreement, and

WHEREAS the OWNER now desires to renew the contract for the second of four option years and revise the termination date to read September 23, 2023 as provided in Article II - Section 3 - Part H of the Original Contract, and

WHEREAS the CONSULTANT is agreeable to revise the contract date as requested by the OWNER.

NOW THEREFORE, it is hereby mutually agreed between the parties hereto that the Original Contract be supplemented as follows:

Scope of Work to be provided as follows:

Scope of services to remain as written in original contract

Method of compensation to be as follows:

Payment terms to remain as written in original contract

Time or beginning and completion of work to be as follows:

Work will be as directed by the OWNER post emergency event and contract will terminate September 23, 2023.

All work encompassed herein shall be accomplished in accordance with the requirements of the aforesaid Original Contract, and all requirements of said Agreement except as specifically modified by this Supplemental Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement on the day and year first above written.

Attest: Hannah Driskell
Name: Hannah Driskell
Title: Town Clerk

TOWN OF MAGNOLIA SPRINGS, ALABAMA
Kim Koniar
Name: Kim Koniar
Title: Mayor

VOLKERT, INC.

Attest: _____

Name: _____

Name: _____

Title: _____

Title: _____