

RESOLUTION NUMBER 25-234

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE EXISTING AGREEMENT BETWEEN THE TOWN AND GOLDMAN WOLFE, LLC FOR FINANCIAL CONSULTING SERVICES: 1) TO INCREASE THE NOT TO EXCEED AMOUNT FROM \$50,000 TO THE BUDGETED AMOUNT OF \$197,600; AND 2) TO ADD A \$5,000 STATUTORY CONTRACTUAL PENALTY IN THE EVENT OF BREACH OF THE AGREEMENT DURING AN EMERGENCY RECOVERY PERIOD TO THE TERMS OF SERVICE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the Town Manager on behalf of the Town entered into an agreement with Goldman Wolfe, LLC on June 2, 2025 (“Agreement”), to provide financial consulting services following the departure of the Town’s key finance personnel to ensure the continuity of critical financial operations, including audit support, budget preparation, grant management, month-end close processes, and the timely processing of vendor payments; and

WHEREAS, the Agreement provided for payment of services not to exceed \$50,000, within the Town Manager’s authority; and

WHEREAS, additional financial consulting service is needed as new staff are added to the Finance Department and existing processes are updated; and

WHEREAS, to date service from Goldman Wolfe, LLC has been exemplary and it is in the best interest of the Town of Fort Myers Beach to continue to receive financial consulting services; and

WHEREAS, amendments to the existing Agreement are needed to increase the “not to exceed amount” for continued service and include a penalty for breach of the Agreement during an emergency recovery period as required by Section 252.505, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF FORT MYERS BEACH, AS FOLLOWS:

Section 1. The above recitals are true and correct and are hereby incorporated by reference as though fully set forth herein and are hereby adopted as findings of the Town Council.

Section 2. The First Amendment to the Agreement, as provided in Exhibit A, is approved.

Section 3. This Resolution shall take effect immediately upon its adoption by the Town Council of the Town of Fort Myers Beach.

The foregoing Resolution was adopted by the Town Council upon a motion by Council Member King and seconded by Council Member Safford and upon being put to a roll call vote, the result was as follows:

Dan Allers, Mayor	Aye
Jim Atterholt, Vice Mayor	Aye
John R. King, Councilmember	Aye
Scott Safford, Councilmember	Aye
Karen Woodson, Councilmember	Aye

ADOPTED this 4th day of August 2025, by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

Dan Allers
Dan Allers (Aug 17, 2025 16:24:16 EDT)
Dan Allers, Mayor

ATTEST:

Amy Baker
Amy Baker (Aug 18, 2025 08:47:56 EDT)
Amy Baker, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:**

Nancy Stuparich
Nancy Stuparich (Aug 13, 2025 08:38:53 EDT)
Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on: Aug 18, 2025.

EXHIBIT A

FIRST AMENDMENT TO SERVICE AGREEMENT GOLDMAN WOLFE

THIS FIRST AMENDMENT is made and entered into this 4th day of August 2025, by and between the TOWN OF FORT MYERS BEACH, a Florida municipality, hereinafter referred to as the “Town”, and Goldman Wolfe, hereinafter referred to as “Contractor”, to that certain existing Services Agreement, dated May 30, 2025 (“Agreement”) for ongoing financial consulting services as approved by the Town Council of the Town of Fort Myers Beach on August 4, 2025.

WITNESSETH:

WHEREAS, the services provided by Contractor under the Agreement to date have been beneficial to the Town, and as a result, the parties desire to continue service into the future, necessitating the need to amend the “not to exceed \$50,000” language in the Agreement to provide for payment of additional future services; and

WHEREAS, as of July 1, 2025, the Florida Legislature amended Section 252.505, Florida Statutes to require a penalty and damages of \$5,000 for any breach of an agreement during an emergency recovery period (1-year period beginning upon Governor’s initial declaration of a natural emergency); and

WHEREAS, approval of this First Amendment to provide for continuous uninterrupted municipal financial consulting service is in the best interest of the Town and its residents.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this First Amendment as follows:

- 1. Amendment.** This First Amendment amends and supplements the existing Agreement between the parties. In the event of a conflict between the terms and conditions contained in the Agreement and this First Amendment, the terms of this Amendment shall prevail.
- 2. Available Funding.** The Agreement is amended to provide that total payment for financial consulting services as shall not exceed \$197,600 in FY 2025 and FY 2026.
- 3. Breach During Emergency Recovery Period.** The Terms and Conditions Agreement attached to the Agreement as Exhibit A is hereby amended to include the following term:

Pursuant to Section 252.505, Florida Statutes, if the Contractor breaches this Agreement during an emergency recovery period (1-year period beginning upon Governor's initial declaration of a natural emergency) Contractor shall pay a \$5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages in addition to any other consequential damages or liquidated damages that may otherwise be due under the terms of the Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this instrument on the days and year indicated below to bind the parties.

Contractor:

Print Name: _____

Company: Goldman Wolfe, LLC

ATTEST:



Amy Baker (Aug 18, 2025 08:47:56 EDT)
Amy Baker, Town Clerk

Town of Fort Myers Beach



Dan Allers (Aug 12, 2025 16:24:16 EDT)
Dan Allers, Mayor

APPROVED AS TO FORM & SUFFICIENCY



Nancy Stuparich (Aug 13, 2025 08:38:55 EDT)
Vose Law Firm, Town Attorney