SECOND AMENDMENT AND RENEWAL TO AGREEMENT FOR SANDRIDGE GOLF CLUB MAINTENANCE

THIS SECOND AMENDMENT AND RENEWAL TO AGREEMENT FOR SANDRIDGE

GOLF CLUB MAINTENANCE ("Amendment") is entered into as of the _____ day of ______, 2025 by and between Indian River County, a political subdivision of the State of Florida, whose address is 1801 27th Street, Vero Beach, Florida, 32960 ("OWNER"), and International Golf Maintenance, Inc., a Florida corporation, whose address is 5385 Gateway Boulevard, Suite 12, Lakeland, FL, 33811 ("CONTRACTOR").

RECITALS

WHEREAS, the OWNER and CONTRACTOR entered into the Agreement for Sandridge Golf Club Maintenance, effective October 1, 2020; and

WHEREAS, that Agreement was first amended on August 16, 2022, with an effective date of October 1, 2022 (Collectively the "Agreement"); and

WHEREAS, the Agreement carries an initial term of 5 years from the effective date with the OWNER reserving the option to renew this Agreement for two additional 5-year terms; and

WHEREAS, the OWNER is desirous of renewing the Agreement, adding 2 additional services, and granting the Contractor's request for a price adjustment in Year 6 at a rate above and beyond the 3% cap in Article 4 of the Agreement.

WHEREAS, the OWNER and CONTRACTOR have agreed to a price for the 2 additional services within the general scope of work contemplated by the original Agreement and more particularly described herein;

NOW THEREFORE, in consideration of the mutual undertakings herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree, as follows:

- 1. <u>Recitals</u>. The above recitals are true and correct and are incorporated herein.
- 2. <u>Amendment of Article 1 (Work). The following sentence shall be added to Article 1:</u> In addition to the original and recurring services provided under the Agreement, the CONTRACTOR shall provide 2 additional services annually to 1) improve the turf health of the greens, and 2) enhance maintenance and repair at the driving range and practice areas to address increased wear and tear due to over utilization.
 - 1) **Greens Rolling-** This additional service shall include the process of greens rolling no less than 3 times per week to improve speed and consistency while reducing tire marks from triplex mowing. Greens rolling will incur an additional cost of \$59,487 annually including labor and equipment.
 - 2) Enhanced Maintenance at Driving Range and Clubhouse These additional services include increased, tee area rotation, divot repair, top dressing, fertilizer, and specialized

mowing to maximize parking, weed control, and litter control. These additional maintenance service will be provided at a cost of \$79,732.00 annually including labor and equipment.

The greens rolling service, daily repair of the driving range, and enhanced maintenance of the clubhouse area surrounds will be provided at an additional annual cost of \$139,219.00 as set forth in Article 3 below.

3. <u>Amendment of Article 3 (Payment)</u>. The chart set forth in Article 3 (Payment) of the Agreement is amended to read as follows:

| Year 6 Contract Price | \$ 1,539,195.00 |
|-----------------------------|---|
| Additional Services | \$ 139,219.00 |
| Year 6 Total Contract Price | \$ 1,678,414.00 |
| Year 7 Total Contract Price | Previous year's total Contract Price of |
| | \$1,678,414.00 + lesser of CPI or 3% |
| Years 8-10 Total Contract | Previous year's Total Contract Price + |
| Price | lesser of CPI or 3% |
| | |

4. Amendment of Article 4 (Contract Price Adjustment). The last sentence of second paragraph of Article 4 shall be amended to read as follows:

The total rate adjustment is rounded to the nearest hundredth of a percent and in any given year shall not exceed three percent (3.0%) of the previous rate, except that the total rate adjustment in Year 6 shall be fixed at seven percent (7.0%.) Additionally, in years 6-10 the annual rate shall be first adjusted by the cost of 2 additional services including greens rolling and enhanced maintenance at the driving range and clubhouse surrounds for a combined additional cost of \$139,219 annually as set forth in Article 3 above.

5. All other provisions of the Agreement shall remain in full force and effect.

(INTENTIONALLY BLANK)

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Amendment in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR.

This Amendment was approved on ______, with an effective date of October 1, 2025.

OWNER:

BOARD OF COUNTY COMMISSIONERS INDIAN RIVER COUNTY, FLORIDA

CONTRACTOR:

International Golf Maintenance, Inc.

By: ______ Joseph E. Flescher, Chairman

By: (Contractor)

(CORPORATE SEAL)

By: John A. Titkanich, County Administrator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _______ Jennifer Shuler, County Attorney

ATTEST:

By: <u>Ryan L. Butler</u>, Clerk of Court and Comptroller

(SEAL)

ATTEST:

By: _____

Address for giving notices:

License No. ______(Where applicable)

Agent for service of process: