

**FIRST EXTENSION AND AMENDMENT TO AGREEMENT  
FOR CONTINUING CONSULTING ENGINEERING SERVICES**

This First Extension and Amendment to that certain Agreement to provide Continuing Consulting Engineering Services is entered into effective as of May 2, 2026, by and between Indian River County, a political subdivision of the State of Florida ("County") and \_\_\_\_\_ ("Engineer").

BACKGROUND RECITALS

**WHEREAS**, the County and the Engineer entered into an Agreement for Continuing Consulting Engineering Services effective May 2, 2023; and

**WHEREAS**, Paragraph 4 of the Agreement contains the term and renewal provisions; and

**WHEREAS**, the first term commenced effective as of May 2, 2023, and will end on May 1, 2026; and

**WHEREAS**, pursuant to the Agreement, the parties desire to extend the Agreement for an additional two years; and

**WHEREAS**, the parties desire to Amend Article 9: Termination to include new termination for breach language as require by Statute; and

**WHEREAS**, the parties desire to amend Exhibit 2 to the Agreement – Pricing;

**NOW, THEREFORE**, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Engineer agree as follows:

1. The background recitals are true and correct and form a material part of this First Extension and Amendment.
2. The first renewal term shall commence effective May 2, 2026, and shall end on May 1, 2028. There are no more renewals available.
3. Article 9: Termination is amended to include:

9.10 **TERMINATION FOR BREACH OF CONTRACT DURING EMERGENCY RECOVERY PERIODS FOR NATURAL EMERGENCIES:** A vendor or service provider that breaches such contract related to an emergency response for a natural emergency during an emergency recovery period (1-year period that begins on that date that the Governor initially declared a state of emergency for a natural emergency) is to pay a \$5,000 penalty and damages, which may either be actual and consequential damages or liquidated damages.

4. Exhibit 2 to the Agreement is updated to reflect new pricing.

5. All other terms and provisions of the Agreement shall be unchanged and remain in full force and effect. IN WITNESS WHEREOF, the parties have caused this First Extension and Amendment to be executed effective the day and year first set forth above.

\_\_\_\_\_  
(Engineer)

INDIAN RIVER COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Deryl Loar, Chairman

(Corporate Seal)

Date: \_\_\_\_\_

Attest: Ryan L. Butler, Clerk of Circuit Court  
And Comptroller

By: \_\_\_\_\_  
Deputy Clerk

Approved:

\_\_\_\_\_  
John A. Titkanich, Jr.  
County Administrator

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Jennifer W. Shuler  
County Attorney