

**FIRST AMENDMENT TO AGREEMENT  
FOR GOODS AND SERVICES  
(Golf Course Maintenance)**

THIS FIRST AMENDMENT to the Agreement for Goods and Services (Golf Course Maintenance) (“Amendment”) is made as of \_\_\_\_\_, by and between the **City of Lake Worth Beach** (“CITY”) and **BrightView Golf Maintenance, Inc.** (“CONTRACTOR”).

**WHEREAS**, on August 18, 2021, the CITY and CONTRACTOR entered into the Agreement for Goods and Services (Golf Course Maintenance) for the CONTRACTOR to provide year-round golf course maintenance services for the City of Lake Worth Beach Golf Course (“Agreement”); and

**WHEREAS**, the term of the Agreement was for three (3) years with the option to renew for two (2) additional one (1) year terms, which renewals may be exercised by the City Manager; and

**WHEREAS**, the CITY and the CONTRACTOR wish to amend the Agreement to extend the term of the Agreement for one (1) additional year; and

**WHEREAS**, the CONTRACTOR based on the Department of Labor Bureau of Labor Statistics’ tables (CPI and Employment Cost Index), submitted a revised rate schedule for the pricing to be provided under this Amendment effective October 1, 2024 and until September 30, 2025, which rates are attached hereto as **Exhibit “A”** and incorporated herein; and

**WHEREAS**, the CITY has reviewed the CONTRACTOR’s proposed increased rate schedule and determined that the increase is fair and reasonable; and

**WHEREAS**, the CITY finds amending the Agreement as set forth herein is in the best interest of the CITY and serves a valid public purpose.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged by each party hereto, the CITY and the CONTRACTOR agree to amend the Agreement as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Term of Agreement.** The parties agree that the term of the Agreement is hereby extended to August 18, 2025 unless earlier terminated as stated in the Agreement.

3. **Compensation.** The parties agree that the compensation to be paid by the CITY to the CONTRACTOR under this Amendment is set forth in **Exhibit “A”**, which is attached hereto and incorporated herein.

4. **Entire Agreement.** The CITY and the CONTRACTOR agree that the Agreement and this Amendment set forth the entire agreement between the parties, and that there are no

promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. All other terms and conditions of the Agreement (except as amended herein) remain in full force and effect.

5. **Counterparts.** This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Either or both parties may sign this Amendment via facsimile, email or electronically and such signature is as valid as the original signature of such party.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties hereto have made and executed this first Amendment to the Agreement for Goods and Services (Golf Course Maintenance) on the day and year first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

By: \_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

By: \_\_\_\_\_  
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Yannick Ngendahayo, Financial Services Director

**CONTRACTOR: BRIGHTVIEW GOLF MAINTENANCE, INC.**

[Corporate Seal]

By: \_\_\_\_\_  
*(Signature)*

Print Name: Terrance D. McGuire

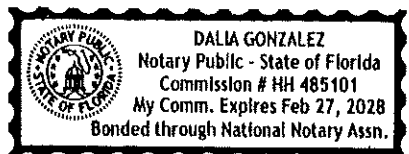
Title: Vice President

STATE OF Florida  
COUNTY OF Indian River

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 29<sup>th</sup> day of April 2024, by Terrance D McGuire, as the vice president [title] of **BrightView Golf Maintenance, Inc.**, a Corporation authorized to do business in the State of Florida, who is personally known to me or who has produced Florida Drivers License as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

\_\_\_\_\_  
Notary Public Signature

Notary Seal:



**Exhibit "A"**

(Contractor's Rate Schedule starting October 1, 2024 until September 30, 2025)

\*The cost is all inclusive for all services requested

<b>CITY OF LAKE WORTH BEACH GOLF COURSE</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
Contract Fee (Year 4)	12	MO	\$ 50,642.94	\$ 607,715.28
Management Fee (Year 4)	1	EA	\$ 51,900.48	\$ 51,900.48