

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

THIS SECOND 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, on June 25, 2024, the CITY and the CONTRACTOR amended the Agreement to revise the rate schedule and extend the term for an additional one (1) year; and

WHEREAS, the CITY and the CONTRACTOR wish to amend the Agreement to extend the term for an additional one (1) year, address compensation, and include a new statutorily required provision; 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, 2025 and until September 30, 2026, 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 17, 2026 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. **Section 787.06 Compliance:** By signing this Amendment before a notary public and taking an oath under the penalty of perjury, the CONTRACTOR attests and warrants that the CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes, as amended from time to time.

5. **Entire Agreement.** The CITY and the CONTRACTOR agree that the Agreement, First Amendment and this Second 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 Second 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.

6. **Counterparts.** This Second 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 Second Amendment via facsimile, email, or digitally and such signature is as valid as the original signature of such party.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Second 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.

By: _____
Authorized Representative

[Corporate Seal]

STATE OF Florida
COUNTY OF Palm Beach

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 23 day of July 2025, by Chris Gonzalez, as the UPON [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 Personally Known identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind BrightView Golf Maintenance, Inc. to the same.

Notary Public Signature

Notary Seal:

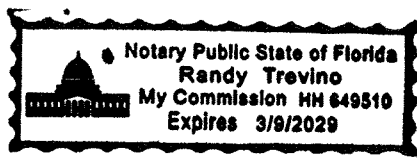


Exhibit "A"

(Contractor's Rate Schedule starting October 1, 2025, until September 30, 2026)

*The cost is all inclusive for all services requested

CITY OF LAKE WORTH BEACH GOLF COURSE	QTY	UNIT	UNIT COST	TOTAL COST
Contract Fee (Year 5)	12	MO	\$ 52428.75	\$ 629,145.00
Management Fee (Year 5)	1	EA	\$ 53,781.86	\$ 53,781.86