

FIRST AMENDMENT TO SERVICES AGREEMENT

THIS AMENDMENT (the “First Amendment”) to the Services Agreement by and between the Village of Estero, FL (“Client” or “Village”) and Kemper Sports Management, LLC (“KSM”) dated as of June 18, 2025 (“Agreement”) is made and entered into as of May 1, 2026 (the “First Amendment Effective Date”), by and between Client and KSM.

W I T N E S S E T H:

WHEREAS, Client and KSM entered into the Agreement in connection with the provision of services related to the operations of the Estero Sports Complex located in Estero, FL (the “Facility”); and

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements herein contained, the Parties hereto agree as follows:

1. Effective Date. The parties hereby amend the Agreement to correct a typographical error in the Agreement by deleting the following: “(“Effective Date”)” from the opening paragraph of the Agreement.
2. Term. Section 2 “Term” of the Agreement is hereby deleted in its entirety and replaced with the following:

“Notwithstanding the actual date of execution by the Parties, this Agreement will be effective as of May 1, 2025 (the “Effective Date”) and unless sooner terminated as provided herein shall continue until April 30, 2028 (the “Term”). The Term shall automatically renew for one-year periods thereafter (e.g., the first one year renewal period would start May 1, 2028, and so on), unless otherwise terminated according to this Agreement.”

3. Compensation and Payments. Section 4 “Compensation and Payments” is hereby amended by adding the following to the end of that Section:

Compensation and Payments. Client agrees to pay KSM a monthly fee of **\$18,224** (the “Services Fee”) for the Services at the Facility. All out of pocket expenses, including and any operating expense of the Sports Complex incurred by KSM as a result of providing the Services will be passed through to the Client at no mark-up.

Client hereby agrees and affirms that reasonable travel expenses incurred by employees of KSM while providing the obligations of KSM hereunder shall be considered operating expenses of the Facility and reimbursed by Client as provided herein, provided, however that reimbursable travel expenses shall not exceed \$21,000 in any calendar year during the Term.

All payment requests shall be invoiced at the beginning of each month and paid after the completion of each month’s Services, or within thirty (30) days of Client’s receipt of such invoice, whichever shall be sooner unless otherwise agreed by the Parties. KSM shall not invoice more frequently than once a month for each calendar month for which Services are provided.

Invoices shall be submitted for payment in electronic form to: accountspayable@estero-fl.gov, and shall describe with sufficient detail the tasks performed during the billing period.

The Village Manager or designee will review all invoices for completeness. In the event an invoice is found to be incomplete, or should any other question or dispute arise, the same shall be processed using the procedures and timelines set forth in the Florida Local Government Prompt Payment Act, Part VII of Florida Statutes Chapter 218.

Client hereby agrees and affirms that reasonable travel incurred by employees of KSM while providing the obligations of KSM hereunder shall be considered operating expenses of the Facility and reimbursed by Client as provided herein.

Beginning as of May 1, 2027, and on each one year anniversary thereafter, the Services Fee shall be increased by an amount equal to the percentage increase in the CPI. For purposes of this Agreement, "CPI" means the Consumer Price Index for all Urban Consumers (CPI-U) South Region, All Items (1982-84 = 100) as published by the Bureau of Labor Statistics of the United States Department of Labor."

4. Full Force and Effect. Except as otherwise specifically modified herein all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date First Amendment Effective Date.

KEMPER SPORTS MANAGEMENT, LLC

VILLAGE OF ESTERO, FL

By: _____
Steven K. Skinner
Chief Executive Officer

By: _____
Name: _____
Title: _____