

**SECOND AMENDMENT TO THE AGREEMENT
FOR LANDSCAPE MAINTENANCE SERVICES AT THE LAKE PARK HARBOR
MARINA**

This Second Amendment to the Agreement For Landscape Maintenance Services ("Agreement") is made and entered into this ____ day of _____, 2026, by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida 33403 ("Town"), and Chris Wayne & Associates, Inc., 2054 Vista Parkway, Suite 400, West Palm Beach, Florida 33411 ("Contractor").

WITNESSETH THAT

WHEREAS, the Town of Lake Park, Florida ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town is empowered to enter into contracts with private corporations for services; and

WHEREAS, on October 1, 2022, the Town entered into an Agreement with Contractor pursuant to RFP No. 104-2022 for the provision of landscape maintenance services at the Lake Park Harbor Marina ("Agreement"); and

WHEREAS, the Agreement was for a three-year term and included three (3) one-year renewal options at the Town's sole discretion; and

WHEREAS, the Town Commission timely exercised an option to extend the Agreement pursuant to the First Amendment to the Agreement, extending it to September 30, 2026; and

WHEREAS, although the First Agreement to the Agreement expired on September 30, 2026, the Contractor continued to provide services and the Town continued to pay the Contractor for the services beyond its September 30, 2026 expiration; and

WHEREAS, notwithstanding the expiration of the First Amendment to the Agreement, and the failure to timely present the Town Commission with the opportunity to timely exercise the option for a second one-year extension before September 30, 2026, the Town staff is now requesting that the Town Commission consider exercising a second option to amend and extend the Agreement to September 30, 2027, under the same terms and conditions as stated in the Agreement; and

NOW THEREFORE, the Town and the Contractor, in consideration of the benefits flowing from each to the other, do hereby agree as follows:

Section 1. The above recitals are true and correct and are incorporated herein.

Section 2. The Town Commission hereby approves this Second Amendment to the Agreement and extend the term from the date of that the parties execute this Second Amendment to September 30, 2027.

Section 3. The Contractor shall be compensated Forty-Three Thousand Eight Hundred Ten Dollars and 00/100 (\$43,810.00), for services provided from October 1, 2026 to September 30, 2027.

Section 4. All other terms and conditions of the Agreement not modified herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Agreement as of the day and year last executed below.

ATTEST:

TOWN OF LAKE PARK

By: _____
Vivian Mendez, Town Clerk

By: _____
Roger Michaud, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this ____ day of _____ 2025 by Roger Michaud, Mayor of the Town of Lake Park, and who is personally known to me.

(NOTARY SEAL)

Notary Public, State of Florida

WITNESSES:

CHRIS WAYNE & ASSOCIATES, INC.

By: _____

By: _____

Printed Name

Its: _____

Printed

Printed Name

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this ____ day of _____, 2026 by _____, as _____ of _____, and who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Notary Public, State of Florida