

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
(Street Painting Festival Production and Management Services)

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT ("Amendment") is made as of Sept 2, 2025 by and between the **City of Lake Worth Beach**, 7 N. Dixie Highway, Lake Worth Beach, FL 33460, a municipal corporation organized and existing under the laws of the State of Florida, ("CITY"), and **SunFest of Palm Beach County, Inc.**, a corporation authorized to do business in the State of Florida ("CONSULTANT") with its office located at 2811 Sunbury Drive, Jupiter, FL 33458.

RECITALS

WHEREAS, the CITY issued Request for Proposals #24-210 for the provision of the turn-key production and management services for the City of Lake Worth Beach Street Painting Festival held in late February every year ("RFP"); and

WHEREAS, on December 31, 2024, the CITY and CONSULTANT entered into an Agreement for CONSULTANT to provide turn-key production and management services ("Agreement"); and

WHEREAS, the term of the agreement was for one (1) year with five (5) additional single year renewal options; and

WHEREAS, the CITY and the CONSULTANT wish to amend the Agreement to extend the terms of the Agreement for an additional one (1) year with all terms and conditions, and pricing remaining the same; and

WHEREAS, the CITY finds amending the Agreement as set forth herein 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 CONSULTANT 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 term of the Agreement is hereby extended for one (1) year and will expire on December 31, 2026, unless extended.
3. Section 36 of the Agreement is hereby deleted in its entirety and replaced with the following.
36. **E-Verify.** Pursuant to Section 448.095(5), Florida Statutes, CONSULTANT shall:



A. Register with and use the E-Verify system to verify the work authorization status of all new employees and require all subcontractors to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' new employees;

B. Secure an affidavit from all subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;

C. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;

D. Comply fully, and ensure all subcontractors comply fully with Sections 448.09(1) and 448.095, Florida Statutes;

E. Be aware that a violation of Sections 448.09 or 448.095, Florida Statutes, shall be grounds for termination of this Agreement; and,

F. Be aware that if the CITY terminates this Agreement under Section 448.095(5)(c), Florida Statutes, the CONSULTANT may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of this Agreement.

4. **Section 787.06, Florida Statutes Compliance.** The CONSULTANT, by signing this Agreement as set forth below, attests that the CONSULTANT does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

5. **Entire Agreement.** The CITY and the CONSULTANT 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.

6. **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 PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.]



IN WITNESS WHEREOF the parties hereto have made and executed this Amendment to the Professional Services Agreement for Street Painting Festival Production and Management Services.

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
Director

By: _____
Yannick Ngendahayo, Financial Services

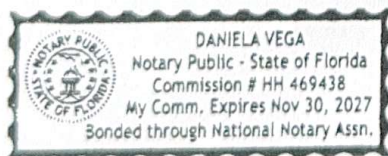
CONSULTANT: **SunFest of Palm Beach County, Inc.**

By: Dan M. Goode

[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 2nd day of September 2025, by Daniel M. Goode, as the Executive Director [title] of **SunFest of Palm Beach County, Inc.** a Corporation authorized to do business in the State of Florida, who is personally known to me or who has produced 6300-173-70-454-0 as 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 **SunFest of Palm Beach County, Inc.** to the same.



Daniela Vega
Notary Public Signature