

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

THIS SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT (“Amendment No. 2”) is made as of May 14th 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, on October 8, 2025, the CITY and the CONSULTANT amended the Agreement to extend the terms for an additional one (1) year to December 30, 2026 (Amendment No. 1), and;

WHEREAS, the CITY and the CONSULTANT wish to amend the Agreement to extend the term of the Agreement for an additional one (1) year with the same terms and conditions and to calculate the appropriate Consumer-Price Index annual increases applicable to the 2026 and the 2027 Street Painting Festivals; 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 30, 2027, unless extended.

3. **Compensation to Consultant.** Section 5 of the Agreement provides that the “Festival Fee will be adjusted annually by comparing the Consumer Price Index for All Items in the Miami-Fort Lauderdale area from the then current year to the previous year.” The total annual not-to-exceed amount under Amendment No. 1 (i.e., 2026 Festival) shall be adjusted in accordance with the terms of the Agreement utilizing the Miami–Fort Lauderdale area Consumer Price Index for 2025, resulting in an increase of 3.6%, which equates to \$9,763.99, and for 2026 (i.e., 2027 Festival) utilizing the Miami–Fort Lauderdale area Consumer Price Index, which results in an increase of 2.6%, which equates to \$7,305.64. Both increases have been incorporated into this Amendment No. 2. The total not-to-exceed amount for Amendment No. 2 shall be Two Hundred Eighty-Eight Thousand Two Hundred Ninety-One Dollars and Sixty-Three Cents (\$288,291.63).

4. **Entire Agreement.** The CITY and the CONSULTANT agree that the Agreement, Amendment No. 1, and this Amendment No. 2 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 No. 2 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, as previously amended, remain in full force and effect.

5. **Counterparts.** This Amendment No. 2 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 No. 2 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 Second Amendment to the Professional Services Agreement for Street Painting Festival Production and Management Services as of the date set forth above.

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

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

By: Dan M. Goode

[Corporate Seal]

Printed Name: Dan Goode

STATE OF Florida
COUNTY OF Palm Beach

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 14 day of May 2026, 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 _____ 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.

Tara Rute
Notary Public Signature

Notary Seal:  Tara Rute
Comm.: HH 609061
Expires: Nov. 3, 2028
Notary Public - State of Florida