

## **CONTRACT FOR MASTER PLANNING SERVICES**

THIS CONTRACT (“CONTRACT”) is entered into by and between the TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY (“CRA”), a dependent special district of the Town of Lake Park, having an address of 535 Park Avenue, Lake Park, FL 33403 and Wannemacher Jensen Architects, LLC, having an address of 132 Mirror Lake Drive, Unit 301, St. Petersburg, FL 33701, (“CONSULTANT”) is made this day of \_\_\_\_ September, 2025.

### **WITNESSETH THAT:**

**WHEREAS**, the CRA is a dependent special district of the Town of Lake Park (“TOWN”) with such power and authority as has been conferred upon it by Chapter 163, Part III, Florida Statutes; and

**WHEREAS**, the CRA solicited proposals through a Request for Qualifications (“RFQ”) pursuant to the TOWN’s procurement procedures seeking qualified firms or individuals to provide Professional Design Services, Community Engagement and Master Planning Services for Bert Bostrom park; and

**WHEREAS**, the CONSULTANT responded to the RFQ and it has been determined by the an Evaluation Committee that the CONSULTANT is qualified to provide the services solicited by the CRA; and

**WHEREAS**, the CRA Board has selected the CONSULTANT to provide professional design services, community engagement and master planning services associated with the development of Bert Bostrom Park (“PROJECT”); and

**WHEREAS**, the CRA has determined the PROJECT will be designed and constructed in multiple Phases; and

**WHEREAS**, phase 1 services includes community engagement and master planning services; and

**WHEREAS**, the CRA’s current fiscal year’s budget includes sufficient funds for the funding of Phase 1 services for the PROJECT; and

**WHEREAS**, the CONSULTANT has provided a Scope of Services for Phase 1 of the PROJECT as set forth more fully in Section 1 of this CONTRACT; and

**WHEREAS**, the CRA desires to enter into this CONTRACT with CONSULTANT for Phase 1 services for the PROJECT; and

**NOW THEREFORE, the CRA and the CONSULTANT in consideration of the following from each to the other do hereby agree as follows:**

### **SECTION 1. SCOPE OF SERVICES AND PERFORMANCE:**

**1.1** The CONSULTANT shall, to the satisfaction of the CRA, fully and timely provide the services for Phase 1 of the PROJECT as outlined in RFQ No. 108-2025, a copy of which is attached as **Exhibit 1** and incorporated as if fully set forth herein (“SERVICES”).

**1.2** In the performance of the SERVICES, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The CONSULTANT shall use due care in performing its professional services and shall have due regard for acceptable professional planning standards and principles. The CONSULTANT’S standard of care shall not be altered by the application, interpretation, or construction of any other provision of this CONTRACT.

**1.3** The master planning and community engagement services and compensation associated with the CONSULTANT’S SERVICES is set forth in **Exhibit 2**, attached hereto and incorporated as if fully set forth herein.

**1.4** In the event the CRA requires services beyond those set forth in this CONTRACT, those additional services shall be set forth in one or more written amendments to the CONTRACT signed by both parties. The additional services shall be subject to the CRA Board’s approval of and its appropriation of funds during the fiscal year in which the services are to be rendered.

**1.5** The CONSULTANT shall keep the CRA fully informed, at all times, of its activities and progress in performing the SERVICES.

**1.6** All services performed by the CONSULTANT shall be to the satisfaction of the CRA Executive Director who shall decide all questions, difficulties or disputes of any nature whatsoever that may arise pursuant to the CONTRACT. The Executive Director’s determination as to any questions, difficulties or disputes regarding the CONSULTANT’S fulfillment of the services hereunder, including the character, quality, amount and value of the services rendered shall be final and binding upon the CONSULTANT.

**1.7** Any adjustments to the SERVICES, compensation and/or the term in which the SERVICES are to be performed shall be the subject of a written amendment to the CONTRACT, approved by the CRA Board, and executed in writing by the parties hereto.

**1.8** All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under the CONTRACT, as well as all data collected, together with summaries and charts derived there from, shall be considered works made for hire and shall become the property of the CRA upon completion or termination of the CONTRACT, without restriction or limitation on their use. All the CONSULTANT’S work in progress, or draft documents during the term of this CONTRACT are public records and shall be made available to the CRA, upon request. The parties hereto acknowledge that upon delivery to the CRA of any of said work in progress or draft documents provided by the CRA shall become the custodian thereof in accordance with Chapter 119, Florida Statutes.

**1.9** The CONSULTANT shall review laws, codes, and regulations applicable to the CONSULTANT’S services. The CONSULTANT shall design the PROJECT to comply with

requirements imposed by governmental authorities having jurisdiction over the PROJECT. The CONSULTANT agrees not to include or specify any materials in the design that are hazardous materials. CONSULTANT shall immediately notify CRA in writing of any and all instances of regulatory violations that are discovered during this CONTRACT.

**1.10** The parties agree that **time is of the essence** in connection with all SERVICES performed by CONSULTANT pursuant to the CONTRACT. The CONSULTANT's services shall be performed as expeditiously as is consistent with professional skill and care, and the orderly progress of the PROJECT.

## **SECTION 2. FEES FOR SERVICES**

**2.1** The CONSULTANT shall submit monthly invoices for compensation, based on the percent complete of each task as provided in **Exhibit 2**. The invoices shall include a detailed breakdown of the services rendered, specifically indicating each task performed and all materials supplied, and shall include the portion of the total CONTRACT sum properly allocable to completed work. Compensation for all Phase 1 SERVICES shall not exceed \$107,230, plus an allowance of \$3,000 for reimbursable expenses and \$7,000 for a design contingency for optional services (e.g. renderings), for a total of \$117,230 as reflected in **Exhibit 2**. CRA shall not reimburse CONSULTANT for any additional costs incurred as a direct or indirect result of CONSULTANT providing services to CRA pursuant to the CONTRACT, or for any amounts not identified herein. All travel expenses, lodging accommodations, and other costs such as expenses for reproduction of drawings for use by CRA, a contractor, messenger services, express mail, postage, and fees paid for securing approval of authorities having jurisdiction over the PROJECT, are included in the allowance set forth herein. CONSULTANT shall not be entitled to an increase in the agreed to sum or payments or compensation of any kind from CRA for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of periods of suspension or delay, disruption or hindrance from any circumstances beyond the CONSULTANT's control.

**2.2** Subject to CONSULTANT providing the CRA with all required support and backup for any request for monthly payment, the CRA shall pay CONSULTANT within thirty (30) calendar days of its receipt of CONSULTANT's monthly invoices for any undisputed portion of requested payment. The CRA may withhold payment for the CONSULTANT'S failure to comply with any term, condition, or requirement of this CONTRACT. CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least ten (10) years after completion of the PROJECT. CRA shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT's place of business.

**2.3** Notwithstanding any provisions of this CONTRACT to the contrary, the CRA may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of CONSULTANT'S inadequate work as determined by the CRA; or from loss due to fraud based upon reasonable evidence. In addition, CRA shall be permitted to deduct from the CONSULTANT's compensation amounts incurred or costs incurred by CRA as a result of CONSULTANT's violation of this CONTRACT or for damages associated with CONSULTANT's negligent performance of its services. Upon the CRA's resolution of the basis

for its withholding of a payment, the CRA shall make payment. The CRA shall not be required to pay any interest on the amounts withheld. To the extent the parties cannot work out any disputes as to payment, the parties shall submit the dispute to the CRA Board for final determination.

### **SECTION 3. TERM OF THE CONTRACT**

The term of the CONTRACT shall commence on the date that is fully executed by all parties and shall continue through February 1, 2026, or for a term of twelve (12) months with an option to renew for two (2) additional twelve (12) month periods. The term shall only be modified or extended by written agreement of the parties.

### **SECTION 4. TERMINATION**

**4.1** This CONTRACT may be terminated without cause or for convenience by the CRA for any reason, or no reason at all, by providing CONSULTANT with notice at least thirty (30) calendar days before the termination date. In the event of such termination, CONSULTANT shall, as its sole and exclusive remedy, be entitled to receive compensation for all work satisfactorily completed and approved by the CRA through the date of the written notice of termination. The CRA shall not be required to make payment for any services that have not been performed, or not previously approved by the CRA. CONSULTANT agrees that in the event the CONTRACT is terminated by the CRA, for any reason, it is not entitled to any damages beyond the work satisfactorily performed and approved by the CRA through the date of termination. CONSULTANT acknowledges it is not entitled to any other damages, including but not limited to expectation, incidental or consequential damages associated with the termination.

**4.2** In the event CONSULTANT abandons or fails to perform the SERVICES or causes the CONTRACT to be terminated by the CRA for a default, CONSULTANT shall indemnify CRA against its losses (monetary or otherwise) pertaining to the termination, including, but not limited to, the CRA's reasonable administrative and legal costs incurred should the CRA elect to procure and retain another consultant for the completion of the PROJECT.

**4.3** Upon termination, the CONSULTANT shall turn over to the CRA all finished or unfinished work products, documents, data, studies, surveys sketches, plans and reports in its possession. The CONSULTANT shall also reasonably assist the CRA and any replacement consultant in the transition, including taking any acts necessary to allow the transfer of the GIS system.

### **SECTION 5. DEFAULT**

**5.1** An event of default shall mean the following:

- a. CONSULTANT has not performed services on a timely basis;
- b. CONSULTANT has refused or failed to supply properly skilled or qualified personnel for the services to be performed;

- c. CONSULTANT has failed to obtain the approval of the CRA where required by this CONTRACT;
- d. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to provide the SERVICES.
- e. CONSULTANT disregards or violates applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- f. CONSULTANT's material breach of this CONTRACT; or
- g. CONSULTANT is adjudged a bankrupt, or if CONSULTANT makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of this insolvency.

**5.2** In the event CONSULTANT fails to comply with any provision of this CONTRACT, the CRA may, but is not obligated to provide CONSULTANT with notice or an option to cure, declare the CONSULTANT in default, notify the CONSULTANT in writing, and give the CONSULTANT seven (7) calendar days to cure the default. If the CONSULTANT fails to cure any default, the CONSULTANT shall only be entitled to compensation for any services which have been completed to the satisfaction of the CRA through the date of termination, minus any damages incurred by the CRA. In the event payment has been made for any professional services not completed, the CONSULTANT shall return these sums to the CRA within ten (10) calendar days after its receipt of written notice from the CRA of the sums due. Nothing herein shall limit the CRA's right to terminate for convenience or without cause at any time, with or without notice and option to cure, as set forth herein.

**5.3** In the event of a default by the CONSULTANT, it shall be liable for all direct, incidental, or consequential damages the CRA incurs as a result the default.

**5.4** The CRA may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the CRA. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The CRA's rights and remedies as set forth in this CONTRACT are not exclusive and are in addition to any other right and remedies available to the CRA in law or in equity.

## **SECTION 6. STATUS REPORTS, UPDATES AND DELIVERABLES**

Each month, or upon demand by CRA, CONSULTANT shall prepare and deliver to the CRA Administrator a status report showing its performance of the scope of services a for the Project as set forth in **Exhibit 2** along with scheduled status update meetings. Final reports shall also be submitted via hard copy (3 copies required). All required public meetings shall be held in person with the CONSULTANT present. Some of the CONSULTANT'S team members may

participate virtually if the CRA makes such an option available. Presentations shall be accompanied by visual aides provided by the CONSULTANT.

## **SECTION 7. POLICY OF NON-DISCRIMINATION**

CONSULTANT shall not discriminate against any person in its operations, activities or delivery of services under this Contract. CONSULTANT shall affirmatively comply with all applicable provisions of federal, state and town equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as basis for service delivery.

## **SECTION 8. DRUG FREE WORKPLACE**

CONSULTANT agrees that it currently maintains and shall continue to maintain a Drug Free Workplace.

## **SECTION 9. INDEPENDENT CONTRACTOR**

CONSULTANT is an independent contractor under this Contract. The SERVICES provided by CONSULTANT shall be by direct employees of the CONSULTANT who are subject only to its supervision. CONSULTANT shall be responsible for the enforcement of its personnel policies, the payment of its employees or sub-consultants, if any, the payment of any applicable taxes, FICA, social security, health insurance, pension or any other benefits for the CONSULTANT'S employees who render service under this CONTRACT. Nothing contained herein shall create an employer-employee relationship between the TOWN and CONSULTANT.

## **SECTION 10. ASSIGNMENT**

Neither this CONTRACT, nor any of the SERVICES to be performed herein, shall be assigned, transferred or otherwise delegated to others, including to any sub-consultants by CONSULTANT, without the prior written consent of the CRA.

## **SECTION 11. CONFLICTS OF INTEREST**

**11.1** Neither CONSULTANT nor any of its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this CONTRACT.

## **SECTION 12. INSURANCE, INDEMNIFICATION/HOLD HARMLESS**

The Consultant shall maintain the following insurance coverages in the amounts specified below during the term of the CONTRACT and any extensions thereof:

**12.1** Workers' compensation insurance for all employees of the CONSULTANT for statutory limits in compliance with applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONSULTANT and subcontractors and their employees hired by CONSULTANT.

**12.2** The CONSULTANT shall maintain a Commercial General Liability Policy ("CGL") on an Occurrence Form with the following limits:

\$1,000,000.00 Each occurrence (Bodily Injury and Property Damage)

\$1,000,000.00 Products/Completed Operations Aggregate

\$5,000,000.00 General Aggregate (Consultant Maintains \$2,000,000 General Aggregate and Umbrella Policy will cover to \$5,000,000)

\$1,000,000.00 Personal and Advertising Injury

\$300,000.00 Damage to Premises Rented to You

Umbrella (or Excess) insurance may be used to meet minimum required coverage limits in instances where a primary insurance policy does not provide adequate coverage limits. Umbrella coverage will be required to be evidenced by a Certificate of Insurance listing the Town as an Additional Insured and subject to all other insurance coverage requirements in this Agreement, where applicable.

**12.3** The CONSULTANT shall maintain non-owned Auto Liability Insurance (including coverages for hired or leased vehicles) with limits of \$1,000,000 each accident, combined single limit.

**12.4** CONSULTANT shall maintain Professional Liability (Errors and Omissions) coverage for liabilities arising out of CONSULTANT's services under this CONTRACT with limits of \$2,000,000 per occurrence and \$2,000,000 million in the aggregate.

**12.5** The CRA shall be included as an additional named insured under the CONSULTANT'S CGL policy, and a waiver of subrogation against the CRA shall be included in all workers' compensation policies. Current valid insurance policies meeting the requirements herein shall be maintained during the term of the contract, and any extensions thereof. A current certificate of insurance issued not more than 30 calendar days prior to the CONSULTANT'S submission of its bid documents which demonstrates that the CONSULTANT maintains the required coverages shall be submitted to the CRA as a prerequisite to the execution of the CONTRACT. All policies shall provide a 30 day notice of cancellation to the named insured. The Certificate of Insurance shall provide the following cancellation clause: "Should any of the above described policies be cancelled before the expiration date thereof, notice of such cancellation will be delivered in accordance with the policy provisions." It shall be the responsibility of the CONSULTANT to ensure that all subcontractors are adequately insured or covered under their policies. The required insurance coverages shall be issued by an insurance company duly authorized and licensed to do business in the state of Florida with minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ to A+.

**12.6** To the fullest extent provided by law, the CONSULTANT shall indemnify, defend and hold harmless CRA, and any of its elected or appointed officials, agents, employees, and

volunteers from and against any and all liability, suits, actions, whether in law or in equity, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases, death; or damage to, or the destruction of tangible property or loss of use resulting therefrom, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT, its officials, agents, employees or subcontractors in the performance of the services of CONSULTANT under this CONTRACT. This indemnification is separate and apart from, and in no way limited by any insurance provided or required under this CONTRACT or otherwise. CONSULTANT's indemnification obligations shall survive the termination of the CONTRACT.

**12.7** CONSULTANT acknowledges that as part of this CONTRACT specific and separate consideration has been paid for this hold harmless and indemnification provision, and further agrees with the foregoing provision of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth herein.

**12.8** CONSULTANT shall indemnify CRA for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONSULTANT of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Contract. CONSULTANT shall defend and/or settle at its own expense any action brought against the CRA to the extent that is based on a claim that the services furnished to CRA, or on behalf of the CRA, by CONSULTANT pursuant to this Contract.

## **SECTION 13. REPRESENTATIVES OF THE CRA AND THE CONSULTANT**

**13.1** It is recognized that questions in the day-to-day performance of this CONTRACT may arise. The CRA Administrator/Allison Justice[BL1][ARJ2] or his/her designee shall be the person to whom all communications pertaining to the day-to-day activities of the SERVICES shall be addressed. CONSULTANT designates **Werner Saravia and David Hugglestone** as the representatives of CONSULTANT to whom all communications pertaining to the day-to-day activities of this Contract shall be addressed.

**13.2** The CRA Executive Director or CRA Administrator (or designee) shall have the right to require CONSULTANT to change any personnel working pursuant to this CONTRACT upon providing CONSULTANT with a ten (10) day written notice. Such requests for changes in personnel shall be submitted to the CONSULTANT in writing, and shall not be made by the CRA Executive Director or CRA Administrator (or designee) unreasonably or arbitrarily.

## **SECTION 14. COSTS AND ATTORNEY'S FEES**

If either CRA or CONSULTANT is required to enforce or interpret the terms of this CONTRACT by legal action, the prevailing party shall be entitled to recover from the other party any and all such reasonable costs and expenses, including by not limited to, costs and reasonable attorney's fees for presuit actions, mediation/arbitration, appellate fees and fees incurred on entitlement and reasonableness of fees and costs.



## **SECTION 15. NOTICES**

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by certified United States mail, with return receipt requested, hand delivered, or by email or facsimile transmission, addressed to the party for whom it is intended, and proof of receipt. Notice shall be deemed given upon receipt by any method of delivery authorized above. For the present, the parties designate the following as the respective places for giving of notice.

**FOR CONSULTANT:** Jason Jenson  
Wannemacher Jenson Architects.  
132 Mirror Lake Drive North, Unit 301  
St. Petersburg, FL 33701  
Phone: 727-822-5566

**FOR CRA:** Richard Reade, Executive Director  
Lake Park Community Redevelopment Agency  
535 Park Avenue, Lake Park, FL 33403  
Tel. (561) 881-3304 Fax. (561) 881-3314  
[rreade@lakeparkflorida.gov](mailto:rreade@lakeparkflorida.gov)

**With Copy to:** Thomas J. Baird, Esquire  
CRA Attorney  
c/o Town of Lake Park  
535 Park Avenue, Lake Park, FL 33403  
Tel. (561) 650-8232  
[TBaird@JonesFoster.com](mailto:TBaird@JonesFoster.com)

## **SECTION 16. RIGHTS IN DATA; COPYRIGHT; DISCLOSURE**

**16.1** Any "Data" defined as written reports, studies, drawings, graphic, electronic, chemical or mechanical representations, specification, designs, models, photographs, computer CADD discs, surveys developed or provided in connection with this Contract shall be the property of CRA and the CRA shall have the full right to use such data for any official purpose permitted under Florida Statutes, including making it available to the general public. Such use shall be without any additional payment to or approval by CONSULTANT. The CRA shall have unrestricted authority to publish, disclose distribute and otherwise use, in whole or in part, any data developed or prepared under this CONTRACT.

**16.2** Copyrights. No data developed and or prepared in whole or in part under this CONTRACT shall be subject to copyright in the United States of America or other country, except to the extent such copyright protection is available for the CRA. CONSULTANT shall not include in the data any copyrighted matter unless CONSULTANT obtains the written approval of the CRA Executive Director (or designee) with written permission of the copyright owner for CONSULTANT to use such copyrighted matter in the manner provided herein.

**16.3** If this CONTRACT is terminated for any reason prior to completion of the work, the CRA may, in its discretion, use any design and documents prepared hereunder.

## **SECTION 17. SUBCONSULTANTS**

Sub-consultants, if needed, shall be subject to the prior written approval of the CRA Executive Director (or designee) or the CRA Administrator<sup>[BL3]</sup>

## **SECTION 18. COMPLIANCE WITH LAWS**

CONSULTANT shall fully obey and comply with all federal, state, county, and town laws, administrative regulations or rules, which are or shall become applicable to the services performed under the terms of this CONTRACT.

## **SECTION 19. TRUTH-IN NEGOTIATIONS CERTIFICATE**

Signature of this CONTRACT by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this CONTRACT are accurate, complete, and current at the time of contracting.

## **SECTION 20. OWNERSHIP OF DOCUMENTS**

CONSULTANT understands and agrees that any information, document, report or any other material whatsoever which is given by the CRA to CONSULTANT or which is otherwise obtained or prepared by CONSULTANT under the terms of this CONTRACT is and shall at all times remain the property of the CRA. CONSULTANT agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the Executive Director (or designee), which may be withheld or conditioned by the Executive Director (or designee) in his sole discretion. CRA shall be permitted to use CONSULTANT's drawings, specifications, and other documents for purposes of constructing, using, maintaining, altering and adding to the PROJECT notwithstanding anything to the contrary in any agreement between the parties or any claim by the CONSULTANT. This Section 20 shall survive the termination of the CONTRACT.

## **SECTION 21. AUDIT AND INSPECTION RIGHTS**

**21.1** The CRA may, at reasonable times, and for a period of up to three years following the date of the completion of the SERVICES by CONSULTANT, audit, or cause to be audited, those books and records of CONSULTANT that are related to CONSULTANT's performance under this CONTRACT. CONSULTANT shall maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Contract

**21.2** The CRA may, at reasonable times during the term hereof, and any supplemental contract terms, inspect CONSULTANT's RECORDS, as the CRA deems reasonably necessary, to determine whether the services provided by CONSULTANT under this CONTRACT conform to the terms of this CONTRACT. CONSULTANT shall make available to the CRA all records

related to this CONTRACT and provide assistance to facilitate the performance of inspections by the CRA's representatives.

## **SECTION 22. WARRANTIES OF CONSULTANT**

The CONSULTANT hereby warrants and represents that at all times during the term of this CONTRACTS and any extensions of time or amendments hereto, that it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the services.

## **SECTION 23. NO CONTINGENT FEES**

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this CONTRACT. For the breach or violation of this provision, the CRA shall have the right to terminate the CONTRACT, to deduct from the CONTRACT price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

## **SECTION 24. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL**

This CONTRACT shall be construed in accordance with, and governed by, the laws of the state of Florida. Venue of any action to enforce this Contract shall be in Palm Beach County, Florida or in the Southern District of Florida for any applicable federal actions. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATED TO OR CONCERNING, DIRECTLY OR INDIRECTLY, THIS CONTRACT. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. THIS WAIVER SHALL APPLY TO THE CONTRACT AND ANY FUTURE AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS HERETO.

## **SECTION 25. HEADINGS**

Headings are for convenience of reference only and shall not be considered in any interpretation of this CONTRACT.

## **SECTION 26. SEVERABILITY**

If any provision of this CONTRACT or the application thereof to any person or situation shall, to any extent be held invalid or unenforceable, the remainder of this CONTRACT, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and may be enforced to the fullest extent permitted by law.

## **SECTION 27. CONFLICT**

In the event of a conflict between the terms of this CONTRACT and any terms or conditions in any attached documents, the terms in this CONTRACT shall prevail.

## **SECTION 28. SURVIVAL OF PROVISIONS**

Any terms or conditions of this CONTRACT that require acts beyond the date of its termination shall survive the termination of this CONTRACT, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforced by either party. If any portion or provision of this CONTRACT is deemed illegal or unenforceable by a court of competent jurisdiction, the remaining provisions or portions remain in full force and effect.

## **SECTION 29. ENTIRE CONTRACT**

This CONTRACT and its attachments constitute the entire contract between CONSULTANT and CRA, and all verbal agreements, negotiations or understandings between the parties are merged herein.

## **SECTION 30. PUBLIC RECORDS**

The CONSULTANT is required to:

**30.1** Keep and maintain public records required by the CRA to perform the service.

**30.2** Upon the request of the TOWN's custodian of public records, the CONSULTANT shall provide the CRA with its work product records, which shall be considered public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.

**30.3** Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Contract, and following completion of this Contract if the CONSULTANT does not transfer the records which are part of this CONTRACT to the CRA.

**30.4** Upon the completion of the term of the CONTRACT, transfer, at no cost, to the CRA all public records in possession of the CONSULTANT; or keep and maintain the public records associated with the services provided for in the CONTRACT. If the CONSULTANT transfers all public records to the CRA upon completion of the term of the Contract, the CONSULTANT shall destroy any duplicate public records that are exempt of confidential from public records disclosure. If the CONSULTANT keeps and maintains public records upon completion of the term of the CONTRACT, the CONSULTANT shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the CRA, upon request from the Towns custodian of public records, in a format that is compatible with the information technology systems of the Town.

**30.5 IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONSULTANT SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, [townclerk@lakeparkflorida.gov](mailto:townclerk@lakeparkflorida.gov).**

## **SECTION 31. WAIVER**

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this CONTRACT shall not be construed as a waiver of any future or continuing similar or dissimilar failure. The failure to notify CONSULTANT or terminate the CONTRACT by the CRA for any breach or default of CONSULTANT does not waive the CRA's ability to declare a default or terminate the CONTRACT at any time.

## **SECTION 32. AMENDMENTS**

The parties contemplate that there may be additional services to be performed by the CONSULTANT. The additional services shall be set forth in a written amendment to this CONTRACT, which shall include a Scope of Services, associated cost, and the terms of the compensation for these services, contingent on available funding sources. No modification, amendment, or alteration in the terms or conditions of this CONTRACT shall be effective unless contained in a written amendment and approved by the CRA Board in writing.

[BL4][ARJ5]

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Contract on the respective dates under each signature:

DATED this \_\_\_\_ day of \_\_\_\_\_ 2025.

**LAKE PARK CRA**

ATTEST:

By: \_\_\_\_\_  
Roger Michaud, Chairman

\_\_\_\_\_  
Vivian Mendez, Town Clerk

(TOWN SEAL)

Approved as form and legal sufficiency

By: \_\_\_\_\_  
Thomas J. Baird, CRA Attorney

\_\_\_\_\_ day of \_\_\_\_\_, 2025

**Wannemacher Jenson Architects, LLC.**

  
By: Jason Jensen

President

Printed Name and title

Dated this 25th day of August, 2025

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