

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT TO PROVIDE CRA IMPLEMENTATION SERVICES (Agreement) is made and entered into this ____8th__ day of October 2025, by and between the Town of Lake Park Community Redevelopment Agency, 535 Park Avenue, Lake Park, Florida, 33403 (“CRA”) and It’s About Place, LLC whose address is 2852 Old 60, Wilkesboro, NC 28697 (“Consultant”), (collectively the Parties).

WITNESSETH THAT:

WHEREAS, the Lake Park Community Redevelopment Agency (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’s Board of Commissioners (the Board) has previously determined that there is a need for professional services to implement the CRA’s redevelopment activities as set forth in the CRA Master Plan; and

WHEREAS, the owner of It’s About Place, LLC, Ms. Allison Justice, has been a contracted employee of the Town and the acting CRA Administrator since March 2024; and

WHEREAS, Allison Justice has submitted her resignation from the Town as a contract employee, effective October 31, 2025; and

WHEREAS, the Board believes it is in the best interest of the CRA to retain Ms. Justice as a CONSULTANT, acting as the CRA Administrator to continue her work promoting redevelopment activities as outlined in the CRA Master Plan.

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

1.0 SCOPE OF SERVICES:

SEE EXHIBIT A attached hereto and made a part hereof.

2.0 COMPENSATION

Compensation for the scope of services shall be for a period of 6 months for a total price of: **\$34,998**. CONSULTANT will invoice the Town monthly at: **\$5,833** and the

Town will pay the invoice within 30 days of its receipt. Should the Town require additional services, the compensation for these services will be billed on an hourly basis in accordance with the rate schedule provided in "Exhibit A"

3.0 NOTICES

All notices or other communications required, contemplated, or permitted under this Agreement (not including invoices) shall be in writing and shall be hand delivered, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

As to the CRA:

Richard Reade, Executive Director
CRA of Lake Park
535 Park Avenue
Lake Park, Florida 33403

As to It's About Place:

It's About Place, LLC
2852 Old 60
Wilkesboro, NC 28697
Attn: Allison Justice

4.0 PUBLIC RECORDS

4.1 With respect to public records, the Consultant is required to:

- #.1 Keep and maintain public records required by the Town to perform the service.
- #.2 Upon the request of the Town's custodian of public records, provided the Town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
- #.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 Agreement, and following completion of this Agreement if the Consultant does not transfer the records which are part of this Agreement to the Town.
- #.4 Upon the completion of the term of the Agreement, transfer, at no cost, to

the Town all public records in possession of the Consultant; or keep and maintain the public records associated with the services provided for in the Agreement. If the Consultant transfers all public records to the Town upon completion of the term of the Agreement, 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 Agreement, the Consultant shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request from the Towns custodian of public records, in a format that is compatible with the information technology systems of the Town.

- #.5** IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, 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.

5.0 EQUAL OPPORTUNITY/MBE PARTICIPATION

- 5.1 The Consultant hereby assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this Agreement. The Consultant shall take all measures necessary to effectuate these assurances.
- 5.2 The Consultant acknowledges that the CRA encourages the participation of minority owned, and women owned business enterprises in the Town's procurement and contracting activity. Accordingly, the Consultant shall take all necessary and reasonable steps to ensure that women and minority business enterprises (W/MBE) have the opportunity to compete for and perform work related to this Agreement.

6.0 INDEMNIFICATION, INSURANCE, AND LICENSE REQUIREMENTS

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

- 6.1 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.

6.2 The Consultant shall maintain a Commercial General Liability Policy 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

\$2,000,000.00 General Aggregate

\$1,000,000.00 Personal and Advertising Injury

\$500,000.00 Damage to Premises Rented to You

- 6.3 The CRA shall be included as an additional named insured under the Consultant's Commercial General Liability 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 agreement, 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 Agreement. 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 sub Consultants 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+.

7.0 TERM

The initial term of this Agreement shall begin on November 1, 2025 and end on April 30, 2025 (six months), unless terminated earlier in accordance with terms set forth herein. This Agreement may be renewed for an additional term upon the written approval of the CRA.

8.0 TERMINATION

Either party may terminate the Agreement by providing 30 days advance written notice of its intention to do so.

9.0 NON-EXCLUSIVITY

The award of this Agreement shall not impose any obligation on the CRA to utilize the Consultant for all work within its profession for, which the CRA may requires said professional services during the term of the Agreement. *The CRA specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the CRA's best interest.

10.0 OFFICE OF THE INSPECTOR GENERAL

The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement and in furtherance thereof may demand and obtain records and testimony from the Consultant and its Sub consultants. The Consultant understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Consultant or its Sub consultants to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the Town to be material breach of this Agreement justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code Section 2-421-2-440. Consultant acknowledges that its failure to cooperate with the Inspector General of Palm Beach County is a violation of Palm Beach Code, Section 2-421-2-440, and that it may be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree-misdemeanor.

11.0 RELATIONSHIP BETWEEN THE PARTIES

- 11.1 The Consultant is an independent contractor and is not an employee or agent of the Town. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent Consultant, between the CRA and the Consultant, its employees, agents, sub consultants, or assigns, during or after the performance of this Agreement. The Consultant is free to provide similar services for others.
- 11.2 The Consultant shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement without the prior written consent of the CRA. Any attempted assignment in violation of this provision shall be void.
- 11.3 The Consultant shall not pledge the CRA's credit or make the CRA a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

12. GENERAL PROVISIONS

- 12.1 Notwithstanding any provisions of this Agreement to the contrary, the Parties shall not be held liable for any failure or delay in the performance of their respective obligations pursuant to this Agreement that arises from

fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but the CRA shall have the option of terminating this Agreement or electing to allow the Agreement to remain in effect.

- 12.2 The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.
- 12.3 In the event any provisions of this Agreement shall conflict, or appear to conflict, the Agreement, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.
- 12.4 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Agreement by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this Agreement. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such a waiver shall be limited to the provisions of this Agreement specifically referred to therein and shall be not deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
- 12.5 All words used herein in the singular form will extend to and include the plural. All words used in the plural form will extend to and include the singular. All words used in any gender will extend to and include all genders.
- 12.6 Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- 12.7 This Agreement may be amended only with the written approval of the

parties.

- 12.8 This Agreement states the entire understanding and Agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or Agreements previously existing between the parties with respect to the subject matter of this Agreement. The Consultant recognizes that any representations, statements, or negotiations made by CRA staff do not suffice to legally bind the CRA in a contractual relationship unless they have been reduced to writing and signed by an authorized CRA representative. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

13.0 INVOICING AND PAYMENT

- 13.1 The Consultant's invoices shall be emailed or mailed to the following address:

Finance Department
Town of Lake Park
Attn: Account Payable
535 Park Avenue
Lake Park, Florida 33403
accountpayable@lakeparkflorida.gov

- 13.2 Invoices for fees or other compensation for services or expenses shall be submitted to the CRA in detail sufficient for a proper pre-audit and post-audit thereof. All invoices for services shall be accompanied by an appropriate invoice. This appropriate invoice shall include the work order number, the original value of the work order, the amount of work billed to date, the amount of the current invoice and the amount remaining for the work order.
- 13.3 Travel expenses shall only be paid on a reimbursement basis, and only when authorized by the CRA. The Consultant shall submit all documentation, including receipts in order to be entitled to reimbursement in accordance with Section 112.061, Florida Statutes.
- 13.4 Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the CRA at all times during the term of this Agreement and for three years after final payment for any of the work orders have been made. Copies of these records shall be promptly furnished to the CRA upon written request.

13.5 Records of costs incurred shall include the Consultant's general accounting records and the project records, together with supporting documents and records, of the Consultant and any approved Sub consultants performing work pursuant to a work order, and all other records of Consultant and approved Sub consultants considered necessary by the CRA for a proper audit of project costs.

13.6 The CRA shall pay the full amount of the invoice within 30 days of receipt, upon acceptance of the work by the CRA's assigned project manager.

15.0 ATTORNEY FEES

If either party is required to initiate a legal action, including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto have made and execute this Agreement as of the day and year last execute below.

ATTEST:

CRA OF LAKE PARK:

By: _____
Vivian Mendez, CRA Clerk

By: _____
Roger Michaud, Chair

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
Thomas J. Baird, CRA Attorney

IT'S ABOUT PLACE, LLC

By: Allison Justice
Allison Justice, Consultant

Digitally signed by Allison Justice
DN: cn=Allison Justice, o=Lake Park CRA, ou,
email=ajjustice@lakeparkflorida.gov, c=US
Date: 2025.10.01 12:20:58 -04'00'



It's About Place, LLC ("Consultant")
Allison Justice, Owner

TO: Town of Lake Park ("Client")
Richard Reade, Town Manager

September 17, 2025

It's About Place, LLC ("Consultant/Allison Justice") is pleased to provide the following scope of services for Project Management support for the Town of Lake Park CRA Implementation. The following proposal will outline tasks already progress or anticipated to be moving forward within the next several months. These tasks would be completed remotely solely by Allison Justice ("Consultant") with monthly meeting attendance as outlined at no additional fee. I look forward to continuing work with the Town of Lake Park and supporting the CRA goals.

A. Scope of Work

The Consultant's scope of work will include:

1.0 Ongoing CRA Administrator Duties: Through April 2026, Allison Justice will continue to be the main point of contact for the Lake Park CRA and be involved in day-to-day operations remotely. This includes, but not limited to:

- 1.1 Ongoing email correspondence
- 1.2 Contracts, Resolutions, Agenda Request forms
- 1.3 Coordination with Community Development Department on: Code, Building and Site Plan discussions
- 1.4 Property owner communications
- 1.5 Other duties as assigned by the Executive Director

2.0 Incentive Implementation: The following are incentives that have been discussed with potential grantees. These have not been approved by the CRA Board, but are in various stages of discussion. Consultant will continue to move the grants through the process by working with the property/business owners, CRA Attorney and CRA Board.

- 2.1 Twiggs Academy – SIP Grant
- 2.2 1249 10th Street – Façade and Exterior Improvement Grant
- 2.3 Big Johns Eatery – 754 10th St. SIP or Commercial Buildout
- 2.4 140 Bayberry – PPP Grant
- 2.5 Zero Empty Spaces- Relocation and Development Assistance Grant
- 2.6 Green Garden Supply – Façade and Exterior Improvement Grant

3.0 Training/Oversight – Project/Marketing Coordinator: Continue the role of CRA Administrator by providing training and oversight to the newly hired project/marketing coordinator for the CRA. The Coordinator will continue to report to and obtain approvals through the Consultant.



4.0 CRA Oversight/Compliance: CRAs have reporting requirements throughout the year that will be facilitated by the consultant.

4.1 Annual Report Preparation: February/March 2026

4.2 Goals and Objectives: Preparation and Reporting for Special District (December)

4.3 Weekly manager update coordination with Project/Marketing Coordinator

5.0 Budget Management/Bond Issuance:

5.1 Manage the approved CRA Budget to ensure any spending by the CRA is budgeted and follows the Town's Procurement rules.

5.2 Assist Town in securing a Bond in order to complete Capital Projects within the Five Year Capital Plan by working with the Town Finance Department and selecting a financial consultant to assist with Bond issuance.

6.0 Project Management/Capital Projects: The following projects are scheduled within the FY2026 budget. If requested, the Consultant will assume the role of CRA Project Manager to help oversee and complete the following Capital Projects along with the Capital Project Manager. Although the CRA will not be the lead project manager, since the CRA is the funding arm of many of these projects, CRA participation is critical for their success.

6.1 10th Street South: Project meetings and CRA participation

6.2 Bert Bostrom: CRA Oversight of Phase 1, participation and negotiation for Phase 2

6.3 800 Park Avenue: Disposal management

6.4 New CRA Space: assist with lease or purchase of a new CRA office

6.5 Septic to Sewer – If requested

7.0 CRA Meetings and Sr. Staff Meetings: Consultant will attend a maximum of **six (6)** in person meetings within the contract timeframe. These will include CRA Meetings (Special or Regular) as well as Director Meetings on Thursday's following the CRA Meetings. Consultant will attend other Director Meetings virtually. It is anticipated that the Consultant will be in person for 2-3 days each month (Nov-April). The Consultant will also attend for the Holiday Event on December 5.

8.0 CRA Administrator Search: Should the Town decide to move forward with hiring a full time CRA Administrator; the Consultant will provide assistance in the hiring process.

8.1 Job Description

8.2 Interviews and selection assistance



B. Compensation/Timeline:

\$ 34,998

Invoices will be billed monthly at a **rate of \$5,833 per month.**

Timeline will begin on November 1, 2025 and continue through April 2026 and may be extended with agreement by both parties.

Additional services/meetings provided upon request at a reduced hourly rate:

Discounted Hourly Rate: \$125/HR

Signed:

Allison Justice, Owner
It's About Place, LLC

Roger Michaud, Board Chair
Lake Park CRA