



LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY

1121 Lucerne Avenue | Lake Worth Beach, Florida 33460-3346 | T: 561-493-2550

www.lakeworthcra.org

MEMORANDUM

TO: Chair, Vice Chair and Members of the CRA Board

FROM: Joan C. Oliva, Executive Director *JO*

DATE: October 14, 2025

SUBJECT: Approval of Agreement with Jacober Creative for Marketing Services

EXPLANATION

One of the priorities of the Board is to increase marketing and public outreach, in an effort to, direct more development and redevelopment to the District. At the August 12, 2025 Board meeting, the Board selected Jacober Creative (Exhibit "A"). Over the past month Staff met with the team at Jacober and created a scope of services for the Board to review. The scope, with associated pricing, is attached for the Board's review as Exhibit "B." Monies for the complete scope are budgeted in fiscal years 25/26 budget.

RECOMMENDATION

Staff recommends the CRA Board approves the agreement with Jacober Creative for marketing services.



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MEMORANDUM

TO: CRA Chair, Vice Chair and Members of the Board

FROM: Chris Dabros, Deputy Director *CD*

DATE: August 12th, 2025

SUBJECT: Review Proposal for CRA Marketing Services

EXPLANATION:

At the June 27th, 2024 workshop meeting to discuss CRA priorities, the Board reached consensus that marketing and public outreach was one of the top three areas of focus for the agency (**EXHIBIT 'A'**). Since that time, CRA Staff have been able to put together a scope of work and formulate a Request for Proposals (RFP) to hire a professional marketing firm. Ideally, a specialized firm will help to promote the CRA and City by increasing our social media presence, creating media packages and aiding with brand marketing throughout the city and region.

In April 2025, the CRA advertised RFP CRA#01-2025 (MARKETING, SOCIAL MEDIA & MEDIA RELATIONS: IMPLEMENTATION SERVICES). The issuance of this RFP resulted in the CRA receiving 14 proposals from separate marketing firms. Copies of all proposals can be obtained from the CRA office prior to this CRA Board Meeting.

This May, an evaluation committee comprised of CRA Staff and both a current and a former CRA board member, met to review and rank the 14 proposals based on the scoring criteria that was listed in the RFP document (**EXHIBIT 'B' – scoring sheet**). At this meeting, it was also suggested that the top three highest scoring firms will be invited back to give a brief presentation and overview of their individual firms (**EXHIBIT 'C' – minutes**).

On June 24th 2025, the committee met again via ZOOM as each of the top three highest scored marketing firms gave presentations and answered questions about their organizations (**EXHIBIT 'D' – minutes**).

As a result of the presentations and individual interviews with each firm, the evaluation committee reached consensus to move forward with inviting the firm, *Jacobson & Associates, DBA Jacobson Creative*, to present to the CRA Board at an upcoming meeting. A copy of the formal submittal document from *Jacobson & Associates* can be obtained from the CRA office prior to this meeting.

RECOMMENDATION:

Representatives from *Jacobson Creative* will provide a brief introduction at the CRA Board Meeting. Staff recommends that the Board authorize the Executive Director to enter into negotiations with *Jacobson & Associates* to provide annual marketing services. The Board has tentatively approved a budget of \$260,000 to be used towards Media & Marketing in FY 2025/2026. A final contract will be brought back to the Board at a later date for execution.

Year One Scope of Work

Objective: Establish a comprehensive marketing and branding campaign strategy for the Community Redevelopment Agency, rooted in research and guided by clear creative direction, to raise awareness of the CRA and economic development for the City of Lake Worth Beach. This will set the stage for successful implementation in year two.

Q1: October 2025 – December 2025



RESEARCH & DISCOVERY: BRAND ANALYSIS

- **Stakeholder & Community Insights:** Review the CRA's current data, conduct stakeholder interviews via online surveys to be distributed by the CRA, and hold up to one curated community focus group – divided into two back-to-back sessions on the same day (up to 12 participants total) – to capture the history, aspirations and collective vision for the City of Lake Worth Beach CRA.
- **SWOT:** Evaluate the City's strengths, weaknesses, opportunities and threats, identifying key internal and external factors that shape the brand's strategy.
- **Competitive Landscape:** Perform a comparative analysis of South Florida and other coastal cities, assessing location, pricing, amenities, brand value and consumer perception to define the City of Lake Worth Beach's position in the market so that it aligns with the mission and vision.
- **Marketing Review:** A deep dive and assessment of current marketing initiatives including website, social media, content analysis of existing earned media and design assets.
- **Executive Summary:** Jacober Creative will provide an executive summary synthesizing and interpreting all findings to guide branding, design, messaging, public relations and marketing efforts.

Q1 DELIVERABLES:

- **Collected Data Report (Survey & Focus Group Results)**
- **SWOT Analysis & Competitive Landscape Report**
- **Marketing Review**
- **Executive Summary**
- **Zoom Check-Ins**
- **In-Person Presentation of Brand Analysis (Quarterly Report)**

***TOTAL ESTIMATE FOR Q1: \$58,500**



Year One Scope of Work Continued

Q2: January 2026 – March 2026



CREATIVE DEVELOPMENT & MESSAGING

- **Campaign Direction:** Jacober Creative will conceptualize and develop three distinct creative campaign options, each with design concepts, tagline, and messaging in English and Spanish. Options will be presented to the CRA in this quarter.
- **Refinement & Approval:** The selected campaign will be refined in collaboration with CRA staff, with up to two rounds of revisions included.
- **Campaign Guidelines:** After concept is approved, we will develop initial guidelines to ensure consistency across all communications, including: usage & applications, color palettes, typography, messaging tone and style, and custom illustrations. *Final comprehensive guidelines may roll over to the next quarter.*

Q2 DELIVERABLES:

- **Creative Campaign Options (3 Full Concepts)**
- **Selected Campaign Direction (Refined)**
- **Initial Campaign Guidelines**
- **Zoom Check-ins & Monthly Progress Reports**
- **In-Person Presentation of Brand Analysis (Quarterly Report)**

***TOTAL ESTIMATE FOR Q2: \$40,500**



Year One Scope of Work

Q3: April 2026 – June 2026



CAMPAIGN PHOTO & VIDEO SHOOT & DEVELOPMENT

- **Creative Direction & Planning:** Create concept, story boards and photo shot list that will be submitted to the CRA for approval.
- **Production:** We will execute a photo/video shoot in order to build an asset library for use and dissemination across multiple brand touch points.
- **Post Production:** Includes retouching, photo and video editing.

STRATEGIC PLANNING

- Define proposed campaign goals, metrics for success, and implementation guidelines.
- **Develop an advertising plan** with clear timelines, budget estimates, and roll out recommendations for print, digital & broadcast media outlets, and paid social media.
- **Create a social media campaign calendar**, including assets, messaging and influencer recommendations.
- **Public relations planning strategies and targeted distribution lists**, including suggested themes and roll out calendar.

Q3 DELIVERABLES:

- Campaign Photo & Video Asset Library
- Final Campaign Guidelines
- Illustrations & Other Design Assets
- Advertising Plan & Social Media Campaign Calendar
- PR Strategies & Targeted Distribution Lists
- Zoom Check-Ins, Monthly Progress Reports & In-Person Quarterly

***TOTAL ESTIMATE FOR Q3: \$95,500**



Year One Scope of Work Continued

Q4: July 2026 – September 2026



CAMPAIGN SOFT LAUNCH

- **Ongoing Production:** Continue to develop photo, video and design assets.
- **Book advertising placements** for this quarter and **submit first advertisements for CRA approval** across print, digital and broadcast platforms.
- **Assist full-time City of Lake Worth marketing team in rolling out the social media campaign** including posts, stories, paid boosts and ads, as well as secure influencer (if applicable).
- **Start public relations push** promoting the new campaign. Generate and disseminate a minimum of one press release which will include specific pitching and follow-ups.
- **Provide recommendations to optimize website** that include relevant campaign assets and messaging.

FINALIZE YEAR TWO PLANNING & BUDGET

Q4 DELIVERABLES:

- **Advertisements & Results**
- **Social Media Launch & Reporting**
- **Press Release Distribution & Pitching**
- **Public Relations Content Analysis**
- **Zoom Check-Ins & Monthly Progress Reports**
- **In-Person Quarterly Report To Present Soft Launch Results**

***TOTAL ESTIMATE FOR Q4: \$65,500**

**Quarterly estimates are not final and may vary by up to 15% to 20%, but will not exceed the Year 1 budget of \$260,000.*



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A FULL SERVICE DESIGN AND MARKETING FIRM



JACOBBER CREATIVE

JACOBBER.COM

CONTRACT FOR PROFESSIONAL MARKETING SERVICES

This Contract is made as of the _____ day of _____, 2025, by and between the Lake Worth Beach Community Redevelopment Agency, (hereinafter the "CRA"), and Jacober & Associates, Inc. a Florida corporation authorized to do business in the State of Florida, d/b/a Jacober Creative, whose business address is 407 Lincoln Road, Suite 308 Miami Beach, FL 33139 (hereinafter referred to as "CONSULTANT").

WHEREAS, in furtherance of the CRA's goals for redevelopment, tourism and economic development initiatives to attract the right mix of tourism, retail, and investment in the Community Redevelopment Area, the CRA staff have determined that it is necessary to obtain consulting services which specialize in marketing services as more particularly described in Exhibit "A," which is attached hereto and incorporated herein by reference; and

WHEREAS, CONSULTANT provides marketing services that specialize in highlighting a promoting cities and community redevelopment areas for the purpose of attracting businesses, visitors, and investors.; and

WHEREAS, the CRA desires to retain the services of CONSULTANT as more specifically set forth in the attached Exhibit "A"; and

NOW, THEREFORE, in consideration of the mutual promises herein, the CRA and the CONSULTANT hereby agree as follows:

ARTICLE 1 - SERVICES/CONSULTANT AND CRA REPRESENTATIVES

The CONSULTANT'S responsibility under this Contract is to provide professional services as more specifically set forth in Exhibit "A" attached hereto and incorporated herein by reference.

The CONSULTANT'S Representative shall be: _____

Telephone No.: _____

The CRA'S Representative shall be Joan Oliva, Executive Director

Telephone No. 561-493-2550

ARTICLE 2 – SCHEDULE/TERM

The CONSULTANT shall commence services upon receipt of the executed contract and complete all services by September 30, 2026. The Executive Director or her designee will assign projects on an as needed basis relating to public relation services as set forth in Exhibit "A". Reports and other items shall be delivered or completed in accordance with the detailed requirements set forth in the engagement letter. The CRA and

CONSULTANT may renew this Agreement for two (2) additional one (1) year terms upon the execution of a written amendment to this Agreement signed by both parties.

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the CRA under this Contract for all services, materials, out-of-pocket expenses and also including any approved subcontracts shall not exceed a total contract amount of Two Hundred Sixty Thousand and 00/100 Dollars (\$260,000.00) except for additional work requested by CRA or renewal(s) of this Agreement as described above. For purposes of this Contract, out-of-pocket expenses are for such items travel, lodging and express mail. The CONSULTANT shall notify the CRA's Representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the CRA on a monthly basis, or as otherwise provided, as described forth in Exhibit "A" for services rendered toward the completion of the Scope of Work. All invoices submitted to the CRA must be itemized to indicate the type of work completed by each category as set forth in Exhibit "A". Where incremental billings for partially completed items is permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. It is acknowledged and agreed to by the CONSULTANT that the dollar limitation set forth in this section is a limitation upon, and describes the maximum extent of, CRA's obligation to pay CONSULTANT but does not include a limitation upon CONSULTANT's duty to perform all services set forth in Exhibit "A" for the total compensation in the amount or less than the guaranteed maximum stated above.
- B. Invoices received by the CRA from the CONSULTANT pursuant to this Contract will be reviewed and approved in writing by the CRA Executive Director, indicating that services have been rendered in conformity with the Contract, and then will be sent for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid within thirty (30) days following the CRA Representative's approval. In addition to detailed invoices, upon request of the CRA Executive Director, CONSULTANT will provide CRA with detailed periodic Status Reports on the project.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT's final/last billing to the CRA. This final invoice shall also certify that all services provided by CONSULTANT have been properly performed and all charges and costs have been invoiced to the CRA. Because this account will thereupon be closed, any and other further charges not properly included on this final invoice are waived by the CONSULTANT.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth in negotiation certificate certifying that the wage rates, overhead charges, and other costs

used to determine the compensation provided for this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service. Should the CRA determine that said rates and costs were significantly increased due to incomplete, noncurrent or inaccurate representation, then said rates shall be adjusted accordingly.

ARTICLE 5 - TERMINATION

This Contract may be cancelled by the CONSULTANT upon thirty (30) days prior written notice to the CRA's Executive Director in the event of substantial failure by the CRA to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the CRA, with or without cause, immediately upon written notice from the CRA's Executive Director to the CONSULTANT. Unless the CONSULTANT is in material breach of its Contract, the CONSULTANT shall be paid for services rendered to the CRA's through the date of termination. Ten (\$10.00) Dollars paid to the CONSULTANT, the adequacy of which is acknowledged, is given as specific and independent consideration of the CRA's right to terminate this Contract for convenience. Termination for cause by the CRA shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the CRA as set forth herein, or multiple breach of the provisions of this Contract notwithstanding whether any such breach was previously waived or cured. Consultant shall have reciprocal right to cancel without cause. Ten (\$10.00) Dollars paid to the CRA, the adequacy of which is acknowledged, is given as specific and independent consideration of the CONSULTANT's right to terminate this Contract for convenience; In the event of Termination for convenience by the CRA, Consultant shall be paid a one month x Thirteen Thousand Five Hundred and 00/100 Dollars (\$13,500.00) termination fee; Consultant shall be paid for services rendered under the Contract through the date of termination (as opposed to services rendered to CRA satisfaction which is subjective) After receipt of a Termination Notice and except as otherwise directed by the CRA the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work documents in process, completed work, and other materials related to the terminated work to the CRA.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CRA. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT's relationship and the relationship of its employees to the CRA shall be that of an Independent Contractor and not as employees or agents of the CRA. This contract does not create a partnership or joint venture between the parties.

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CRA, nor shall such personnel be entitled to any benefits of the CRA including, but not limited to, pension, health and workers' compensation benefits.

All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT's key personnel, as may be listed in Article 1, must be made known to the CRA'S Representative and written approval must be granted by the CRA'S Representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 7 - SUBCONTRACTING

CONSULTANT will supervise and be responsible for any subcontractor who performs work under the Contract. .

ARTICLE 8 - FEDERAL AND STATE TAX

The CRA is exempt from payment of Florida State Sales and Use Taxes. The CRA will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall **not** be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CRA, nor is the CONSULTANT authorized to use the CRA'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The CRA's performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the CRA Board. The CRA Board has appropriated sufficient funds in the 2025-26 Fiscal Year Operating Budget for this contract

ARTICLE 10 - INDEMNIFICATION

The CONSULTANT shall indemnify, defend and hold harmless the CRA its officials, appointed officers, agents and employee, from and against any and all liability, suits, actions, damages, costs, losses and expenses, including, but not limited to attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the services under this Agreement and any Project Agreement. These provisions shall survive the expiration or earlier termination of this Contract. Such obligation to indemnify and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the CRA relating to such loss or damage and shall include all costs, expenses and liabilities incurred by the CRA in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. CONSULTANT acknowledges and agrees that CRA would not enter into this contract without this indemnification of CRA by CONSULTANT, and that CRA'S entering into this contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this contract shall be construed to affect, in any way, the CRA's rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Florida Statutes §768.28.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

The CRA and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CRA nor the CONSULTANT shall assign, sublet, encumber, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CRA which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CRA and the CONSULTANT.

ARTICLE 12 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action between the parties arising out of the Contract will be brought in Palm Beach County. The parties may agree to pre-suit mediation to resolve any issues; however,

either party may decline to participate in pre-suit mediation. Any mediation costs shall be paid equally by both the CRA and CONSULTANT. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 13 - CONFLICT OF INTEREST

The CONSULTANT represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The CONSULTANT further represents that no person having any interest shall be employed for said performance.

The CONSULTANT shall promptly notify the CRA's Executive Director, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the CRA as to whether the association, interest or circumstance would, in the opinion of the CRA, constitute a conflict of interest if entered into by the CONSULTANT. The CRA agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notice by the CONSULTANT. If, in the opinion of the CRA, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CRA shall so state in the notice and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CRA by the CONSULTANT under the terms of this Contract.

ARTICLE 14 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONSULTANT's request, the CRA shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT's failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CRA's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 15 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the CRA's Executive Director, for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CRA under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CRA or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the CRA's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CRA's expense shall be and remain the CRA's property including the one (1) of the three (3) creative campaign options, each with design concepts, taglines and messaging in English and Spanish, chosen by the CRA; and may be reproduced and reused at the discretion of the CRA, the remaining two (2) creative campaign options not chosen by CRA, shall be and remain CONSULTANT's property. CONSULTANT may utilize the work created for the CRA on its website and social media channels

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 16 - CONTINGENT FEES

The 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 the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this Article shall constitute a forfeiture of this Contract by CONSULTANT.

ARTICLE 17 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract or until completion of any audit, whichever is later. The 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.

ARTICLE 18 - NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 19 - INTERPRETATION

The language of this Contract has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied to either party hereto. The headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular, the plural, and vice versa, unless the context otherwise requires.

ARTICLE 20 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CRA'S representative upon request.

ARTICLE 21 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 22 - MODIFICATION OF SCOPE OF WORK

The CRA reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CRA's notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CRA of any estimated change in the completion date, and (3) advise the CRA if the contemplated change shall effect the CONSULTANT's ability to meet the completion dates or schedules of this Contract.

If the CRA so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the CRA's decision to proceed with the change.

If the CRA elects to make the change, the CRA shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and the CRA's Executive Director, and if

such amendment is in excess of \$25,000 within the CRA's fiscal year, it must also first be approved by the CRA Board and signed by the appropriate CRA Official authorized by the CRA Board.

The CRA shall not be liable for payment of any additional or modified work which is not authorized in the manner provided for by this Article.

ARTICLE 23 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CRA shall be mailed to:

Lake Worth Beach CRA
Attn: Joan Oliva, Executive Director
1121 Lucerne Ave.
Lake Worth Beach, FL. 33460

and if sent to the CONSULTANT shall be mailed to:

Jacobson & Associates, Inc.
407 Lincoln Road, Suite 308
Miami Beach, Florida 33139

ARTICLE 24 – OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models and photographs prepared or provided by CONSULTANT in connection with this Contract shall become property of the CRA, including the one (1) of the three (3) creative campaign options, each with design concepts, taglines and messaging in English and Spanish, chosen by the CRA whether the project for which they are made is completed or not, and shall be delivered by CONSULTANT to CRA within ten (10) days of notice of termination the remaining two (2) creative campaign options not chosen by CRA, shall be and remain CONSULTANT's property. If applicable, CRA may withhold any payments then due to CONSULTANT until CONSULTANT complies with the provisions of this section.

ARTICLE 25 - MISCELLANEOUS

25.1. No Assignment. Neither party shall assign the Contract or any sub-contract in whole or in part without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the CRA.

25.2. Contractor's Responsibility for Damages and Accidents.

25.2.1. Contractor shall accept full responsibility for the Work against all loss or damage of any nature sustained until final acceptance by CRA and shall promptly repair any damage done from any cause.

25.2.2. Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by CRA, Contractor shall replace same without cost to CRA.

25.3 . Waiver of Jury Trial. CRA AND CONTRACTOR KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN STATE AND OR FEDERAL COURT PROCEEDINGS IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT FOR CONSTRUCTION, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OR INACTIONS OF ANY PARTY.

25.4. Prevailing Party; Attorneys' Fees. In the event of any controversy, claim, dispute or litigation between the parties arising from or relating to this Contract (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs, expenses, paralegals' fees, experts' fees and attorneys' fees including, but not limited to, court costs and other expenses through all trial and appellate levels. In addition, the prevailing party shall be entitled to recover from the non-prevailing party all litigation costs associated with discovery, processing, management, hosting, and production of electronically stored information (ESI).

25.5. Modification. No change or modification of the Contract shall be valid unless in writing and signed by all parties hereto. No waiver of any of the provisions of this Contract shall be valid unless in writing and signed by the party against whom it is sought to be enforced.

25.6. Compliance with Laws. The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

25.7. Examination and Retention of Contractor's Records.

25.7.1. The CRA or any of its duly authorized representatives shall, for five (5) years after final payment under this Contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts,

and transcriptions. In addition, the Contractor agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.

25.7.2. The Contractor agrees to include in any subcontractor contracts for this Project corresponding provisions for the benefit of CRA providing for retention and audit of records.

25.7.3. The right to access and examination of records stated herein and in any subcontracts shall survive termination or expiration of this Contract and continue until disposition of any mediation, claims, litigation or appeals related to this Project.

25.7.4. The CRA may cancel and terminate this Contract immediately for refusal by the Contractor to allow access by the CRA or designees to any Records pertaining to work performed under this Contract that are subject to the provisions of Chapter 119, Florida Statutes.

25.8. Public Records. The CRA is a public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall

25.8.1. Keep and maintain public records required by the CRA to perform under the Contract;

25.8.2 Upon request from the CRA, provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law;

25.8.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and, following completion of the Contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after CONTRACTOR transfers the records in its possession to the CRA; and

25.8.4. Upon completion of the Contract, CONTRACTOR shall transfer to the CRA, at no cost to the CRA, all public records in CONTRACTOR's possession. All records stored electronically by CONTRACTOR must be provided to the CRA, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the CRA.

25.8.5 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this

Contract and the CRA shall enforce the Default in accordance with the provisions set forth herein.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Custodian of Records: Emily Theodossakos
Mailing address: Lake Worth Beach CRA
1121 Lucerne Avenue
Lake Worth Beach, Florida 33460
Telephone number: (561) 493-2550
Email: etheodossakos@lakeworthbeachfl.gov

25.9. Public Entity Crimes Affidavit. Contractor shall comply with Section 287.133, Florida Statutes, and (Public Entity Crimes Statute) notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

25.10 Noncoercive Conduct Affidavit. Contractor shall comply with Section 787.06, Florida Statutes, notification of which is hereby incorporated by reference including execution of an Affidavit Attesting to Noncoercive Conduct for Labor or Services, which is attached hereto as Exhibit B.

ARTICLE 26 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CRA and the CONSULTANT agree that this Contract together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 22 - Modification of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

**LAKE WORTH BEACH COMMUNITY
REDEVELOPMENT AGENCY**

BY: _____
Carla Blockson, Chair

ATTEST:

Joan Oliva, Executive Director

AS TO CONSULTANT

ATTEST:

Corporate Secretary

by: _____
Print Name: _____
Title: _____

(CORPORATE SEAL)

EXHIBIT "A"
SCOPE OF SERVICES

ATTACH PROPOSAL AND RATES

Payments for services:

1. The CRA shall pay Thirty One Thousand Five Hundred and 00/100 Dollars (\$31,500) to Consultant within 30 days of execution of this Contract.
2. Monthly payments of Thirteen Thousand Five Hundred and 00/100 Dollars (\$13,500.00) are based on Ninety (90) hours of work at One Hundred Fifty and 00/100 Dollars (\$150.00) per hour. For any monthly period where less than Ninety (90) hours are worked, CRA will be credited corresponding hours for the following month. For any monthly period for which more than Ninety (90) hours are worked, CONSULTANT will be credited corresponding hours for the following month. CONSULTANT shall provide CRA a reconciliation of hours worked every six (6) months.

Exhibit B
Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: _____

("Vendor")

Vendor FEIN: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone number: _____ Email Address: _____

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes. As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

By: _____

Authorized Signature

Print Name and Title: _____

Date: _____

**EXHIBIT C
E-VERIFY AFFIDAVIT**

In accordance with Section 448.095, Florida Statutes, the CRA requires all contractors doing business with the CRA to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The CRA will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____
_____(name of person) as _____(type of authority) for
_____(name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath