

TASK AUTHORIZATION FORM

In accordance with the City of Lakeland Professional Services Agreement for the Dixieland District CRA Redevelopment Plan Update in response to 2024-RFP-318, City hereby authorizes Consultant to proceed with the services as set forth in the following:

Task No. **KH-25-02**

Project Title: Dixieland CRA Redevelopment Plan Update

Consultant Firm: Kimley-Horn and Associates, Inc.

Billing: As set forth in the agreement and the approved proposal.

Cost: \$175,000 not-to-exceed without additional authorization

Scope of Work Per RFP, and Addendum A as made part of Agreement

Accepted by Kimley-Horn and Associates Inc.:

Date: 5/8/25

James R. Pankonin, PLA, Vice President

Accepted by City of Lakeland:

Reviewed By:

Valerie Vaught, CRA Manager

Initials

Date

VV 5/12/2025

Jason Willey, Assistant Director Economic Development

JW 5/13/2025

Ashley Stathatos, Assistant City Manager

AS 5/14/2025

Approved by City Commission March 3, 2025

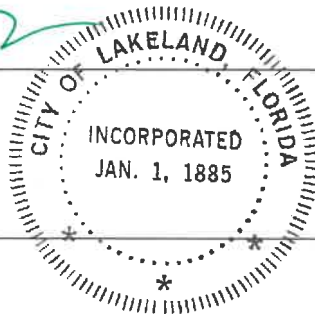
Date: 5/14/25

William H. Mutz, Mayor

ATTEST:

Date: 5-15-25

Kelly S Koos, City Clerk



Approved as to form and correctness:

Date: 5-20-25

Palmer C. Davis, City Attorney

F. FEE PROPOSAL

TASK	DESCRIPTION	FEE
Task 1	TIF	9,000.00
Task 2	Finding of Necessity	14,000.00
	Existing Conditions Analysis	6,000.00
	Data Collection and Mapping	3,000.00
	Drafting of the Report	5,000.00
Task 3	GAP Analysis	20,000.00
	Completion of Dixieland Plan Goal and Objectives	4,000.00
	Review of Staff Information	4,000.00
	Articulate Successful Impacts of the CRA	2,000.00
	Overlay Comprehensive Plan	1,000.00
	Demonstrate External Factors	4,000.00
	Report Writing and Presentation	4,000.00
Task 4	CRA Plan Update	84,000.00
	Tax Base and Ownership Data	10,000.00
	Current Land Uses/Zoning	6,000.00
	Market Analysis	9,000.00
	Real Estate Market Trends	9,000.00
	Vacant and Underutilized Properties	3,000.00
	Vision, Goals, and Objectives in Response to Finding of Necessities	5,000.00
	Evaluate Existing Infrastructure and Opportunities to Complete CRA CIP	10,000.00
	Strategies with Partner Agencies to Complete CRA CIP	3,000.00
	Historic Resource Survey (200) ^[1]	16,000.00
	Grant Opportunities	5,000.00
	10-Year Work Program	9,000.00
Task 5	Regulatory Process and Community Engagement	33,000.00
	Board Workshops and Hearings	11,000.00
	Public Engagement Strategy	19,000.00
	Notification Requirements	3,000.00
Task 6	Coordination with CRA Staff, Community and Economic Development Staff and City Attorneys	15,000.00
	Project Management	6,000.00
	Bi-weekly Meetings	9,000.00
TOTAL		175,000.00

PROFESSIONAL SERVICES AGREEMENT
FOR THE
LAKELAND CRA – DIXIELAND DISTRICT REDEVELOPMENT PLAN UPDATE

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made and entered into this 8th day of May, 2025 (“Execution Date”), by and between the **LAKELAND COMMUNITY REDEVELOPMENT AGENCY, Florida**, a body politic and corporate, hereinafter referred to as the “CRA,” located at 228 S. Massachusetts Avenue, Lakeland, Florida 33801-5050, and **Kimley-Horn and Associates Inc.**, a Foreign Profit Corporation, with offices located at 421 Fayetteville Street, Suite 600 Raleigh, NC 27601, hereinafter referred to as the “Consultant.”

WITNESSETH:

WHEREAS, the Dixieland CRA was established by Resolution 4116 adopted April 16, 2001, designating 73 acres which is the smallest of the three Lakeland CRA Districts, more specifically depicted in **Addendum “B”**; and

WHEREAS, the current Dixieland District Redevelopment Plan was adopted by Resolution 4121 effective May 21, 2001; and

WHEREAS, the CRA desires to update and modify the Dixieland District Redevelopment Plan which includes an in-depth analysis of existing conditions, performance measures, updated goals and objectives, and a 10-year extension of its existing sunset year of 2031; and

WHEREAS, the CRA, through the Purchasing Department, issued Request for Proposals (RFP) No. 2024-RFP-318 seeking qualified and experienced firms to provide professional services related to the Dixieland District Redevelopment Plan Update, as outlined more specifically in **Addendum “H”**; and

WHEREAS, at their March 3, 2025 regular meeting, the CRA Commission, acting as the Lakeland Community Redevelopment Agency, awarded 2024-RFP-318 to the Consultant and authorized this professional services agreement for the Dixieland Redevelopment Plan Update at a price not to exceed \$175,000; and

WHEREAS, the Consultant is qualified and willing to provide such services based on the proposal provided in response to 2024-RFP-318, as outlined more specifically in **Addendum “G”**.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement and payment of fair and valuable consideration herein, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

SECTION 1.0 – DEFINITIONS

- 1.1 “Consultant” shall mean **Kimley-Horn and Associates Inc. (KHA)**. The Consulting firm under contract with the CRA for Professional Services.
- 1.2 “Consultant Representative” shall mean any employee, agent, subcontractor, sub-consultant, consultant, or other representative of the Consultant firm.

- 1.3 “CRA” shall mean **LAKELAND COMMUNITY REDEVELOPMENT AGENCY, FLORIDA.**
- 1.4 “City” shall mean **CITY OF LAKELAND, FLORIDA.**
- 1.5 “Project Manager” (PM) shall mean the CRA employee, or their designee, assigned to manage assigned CRA projects. The PM is responsible for project specific Task Authorizations related to those services; the direction, review, and approval of all work, invoices, pay applications, as well as the interpretation of scope, schedule and budget related to those services. The CRA's PM will utilize the various departments and personnel of the CRA and City, coordinate with other governmental agencies as required to ensure a successful project.
- 1.6 “Day(s)” or “day(s)” shall mean calendar days, unless otherwise set forth in this Agreement.
- 1.7 “Deliverables” shall mean all data, reports, correspondence, maps, surveys, and all other materials produced and developed by the Consultant, in either digital and/or print formats pursuant to this Agreement.
- 1.8 “Force Majeure Event” shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo.
- 1.9 “Parties” shall mean the CRA, City and the Consultant.
- 1.10 “Project” shall mean the **Lakeland CRA Dixieland District Redevelopment Plan Update**
- 1.11 “Scope of Services” means those services set forth in Section 4.0 and that are required to be performed by the Consultant in accordance with the terms and conditions of this Agreement.

SECTION 2.0 – TERM OF AGREEMENT

- 2.1 The term of this Agreement shall commence upon execution by both parties and remain in effect for two (2) years or until completion of the Project, unless sooner terminated, as provided herein.
- 2.2 Notwithstanding Section 2.1 above, this Agreement shall remain in effect for the period necessary for the Consultant to complete Project services.
- 2.3 Terms and conditions of this Agreement remain in effect and unchanged unless there is a Contract Adjustment (as defined herein) in accordance with Section 21.0.
- 2.4 Nothing in this section shall limit or affect the CRA’s right to terminate this Agreement in accordance with the termination section set forth in this Agreement.

SECTION 3.0 – REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGMENTS

- 3.1 The Consultant is professionally qualified to provide the Scope of Services.
- 3.2 The Consultant shall maintain all necessary licenses, permits or other authorizations necessary to act as the Consultant and which are required to provide the Scope of Services during the Term of this Agreement.
- 3.3 The Consultant represents that the services provided hereunder shall conform to all requirements of this Agreement; shall be consistent with State of Florida's Community Redevelopment Act (Chapter 163, Part III, Florida Statutes) and state and/or nationally recognized community redevelopment best practices and principles; and shall conform to the customary standards of care, skill and diligence appropriate to the nature of the services rendered.
- 3.4 The Consultant shall exercise that degree of care and skill ordinarily exercised by members of the same profession and shall perform the Scope of Services using reasonable skill and judgment in accordance with sound business, ethical and professional standards.
- 3.5 The Consultant represents that it has or will secure, at its own expense, all personnel required to perform the Scope of Services required by this Agreement.
- 3.6 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 Agreement and that Consultant 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 other consideration contingent upon or resulting from the award or making of this Agreement.
- 3.7 The Consultant acknowledges that the Consultant is responsible for the acts and omissions (including negligent, reckless or intentionally wrongful acts and omissions) of any Consultant Representative in the performance of the Scope of Services required by this Agreement.
- 3.8 The Consultant covenants with the CRA to cooperate to furnish professional efforts during the Term of this Agreement that are consistent with reasonable professional practices.
- 3.9 The Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all Deliverables furnished, produced and developed by the Consultant under this Agreement.
- 3.10 The Consultant acknowledges that the CRA reserves the right to enter into agreements with other firms or entities to assist the CRA with its review of the Deliverables, any Project component(s), and the Work.
- 3.11 The Consultant represents and warrants that it has the right to access and use all equipment, services, software, computer models, data, routines, technology, other intellectual property incident to providing the Scope of Services required by this

Agreement (collectively, the “Intellectual Property”). The Consultant is responsible for any infringement or claim of infringement of any patent, trademark, copyright, trade secret, or other proprietary interest arising out of the Consultant’s use of the Intellectual Property. Notwithstanding the foregoing, the Consultant may elect to provide non-infringing services.

- 3.12 The Consultant guarantees that all services provided under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, the Consultant shall indemnify, hold harmless, and defend the CRA, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, and trademark resulting from the use of any goods, services, or other item provided under this Agreement. Notwithstanding the foregoing, the Consultant may elect to provide non-infringing services.

SECTION 4.0 – SCOPE OF SERVICES

- 4.1 The detailed services that the Consultant shall perform for the CRA shall be set forth in **Addendum “A”**, which shall be incorporated and made a part of this Agreement.

SECTION 5.0 – CONTRACT DOCUMENTS

- 5.1 This Agreement (fully executed) is inclusive of the RFP documents, all Appendices and all Addendums.
- 5.2 Agreement documents consisting of:
- Addendum A – Scope of Services and Deliverables
 - Addendum B – Dixieland CRA District Map
 - Addendum C – Fee Proposal
 - Addendum D – Project Schedule
 - Addendum E – Consultant Insurance
 - Addendum F – Consultant Hold Harmless/Indemnification
 - Addendum G – Consultant Proposal in Response to 2024-RFP-318
 - Addendum H – Notice – Request For Proposals 2024-RFP-318

SECTION 6.0 – SCHEDULE

- 6.1 Time is of the essence with regard to this Agreement. The Consultant shall perform its services in conformance with the mutually agreed upon schedule set forth in the negotiated **Addendum “D”**. The Consultant shall complete all of said services in a timely manner and will keep the CRA apprised of the status of work on at least a bi-weekly basis. Should the Consultant fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed upon schedule.
- 6.2 No extension for completion of services shall be granted to the Consultant without the CRA’s prior written consent, except as provided in Sections 2.0 and 21.0 herein.
- 6.3 In the event of a delay attributable to the acts or inaction of the Consultant, Consultant shall reimburse the CRA for its direct cost as caused by the Consultant’s delay.

SECTION 7.0 – CRA'S RESPONSIBILITIES

- 7.1 The CRA shall provide all available information regarding the Project to the Consultant and shall provide direction to the Consultant consistent with the terms and conditions of this Agreement.

SECTION 8.0 – COMPENSATION; INVOICE

- 8.1 Provided that the Consultant faithfully performs its obligations and, subject to other terms and conditions of this Agreement, the CRA hereby agrees to pay the Consultant the not to exceed amount set forth in this agreement, as set forth in **Addendum "C"**. Such fees and costs shall be inclusive of all wages, salaries, taxes, insurance, profit and out-of-pocket expenses including, but not limited to, transportation, lodging, meals, materials, and documents required by this Agreement.
- 8.2 The Consultant shall invoice the CRA on a monthly basis that includes monthly time sheets or labor-cost statements for services rendered during the preceding month, if applicable. Each time sheet shall state the names and classifications of all personnel who performed services during said month under this agreement and the number of hours worked by each. The CRA shall pay the Consultant within thirty (30) days of receipt of such invoice (provided the Consultant is in compliance with the terms and conditions of this Agreement).
- 8.3 The not to exceed amount set forth in this agreement may be increased only in strict accordance with this Agreement. Nothing in this Agreement shall be construed as placing any obligation on the CRA to pay any fees and costs to the Consultant incurred beyond the not to exceed amount set forth in this agreement or any amendment thereto without the Parties following the Contract Adjustments (as defined herein) procedure set forth in Section 21.0 of this Agreement.

SECTION 9.0 - NON-COMPENSATED SERVICES

- 9.1 The Consultant shall not be compensated for any services required to correct errors, omissions, or deficiencies in the Deliverables furnished, produced and/or developed by the Consultant or any Consultant Representative.
- 9.2 The Consultant shall not be compensated for any services required to bring any Deliverable(s) in compliance with applicable Laws (e.g., Americans with Disabilities Act) in effect at the time such Deliverable(s) was provided to the CRA in accordance with this Agreement.

SECTION 10.0 – COMPLIANCE WITH LAWS AND REGULATIONS

- 10.1 Consultant shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of this Agreement.

SECTION 11.0 – INSURANCE

- 11.1 The Consultant shall maintain in force during the Term of this Agreement, at its own

expense, insurance as set forth in **Addendum “E”**, which is hereby made a part of this Agreement.

- 11.2 The CRA reserves the right to change or alter the above insurance requirements as it deems necessary.

SECTION 12.0 – INDEMNIFICATION

- 12.1 The Consultant shall enter into the indemnification set forth in **Addendum “F”**, which is hereby made a part of this Agreement.
- 12.2 The provisions of this section are independent of, and will not be limited by, any insurance required to be obtained by the Consultant pursuant to this Agreement or otherwise obtained by the Consultant.

SECTION 13.0 – OWNERSHIP OF DELIVERABLES

- 13.1 The CRA shall solely own all Deliverables, including the copyright and all other associated intellectual property rights, produced and developed by the Consultant pursuant to the terms and conditions set forth in this Agreement. All Deliverables shall be submitted to the CRA prior to the CRA issuing final payment to the Consultant.

SECTION 14.0 – SUBCONTRACTS

- 14.1 The Consultant may hire or use subcontractors or sub-consultants in connection with the performance of the Consultant’s obligations under this Agreement. Unless context clearly indicates otherwise, the terms “subcontractor” and “sub-consultant” shall be interchangeable in this Agreement, and the terms “subcontract agreement” and “sub-consulting agreement” shall likewise be interchangeable in this Agreement.
- 14.2 The Consultant shall give advance notification to the CRA’s Project Manager of any proposed subcontract agreement or any change to any existing subcontract agreement. Such advance notice shall include the following:
- A description of the supplies or services called for by the subcontract or change to an existing subcontract.
 - Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected.
 - The proposed subcontractor price.
- 14.3 The Consultant shall be responsible for negotiating the terms and conditions of each subcontract agreement. The Consultant is also solely responsible for ensuring that each subcontractor acts in a manner consistent with and in accordance with the terms and conditions of this Agreement. The Consultant shall require each subcontractor to (i) obtain the same types and amount of insurance and comply with all insurance provisions that are required of the Consultant pursuant to this Agreement (unless otherwise approved by the CRA in writing) and (ii) indemnify and hold harmless the Indemnified Parties to the same extent as the Consultant under this Agreement. The Consultant’s retention of a

subcontractor does not relieve the Consultant of any of its duties, obligations, or representations under this Agreement.

- 14.4 The Consultant shall not change a subcontract agreement without the prior written consent of the CRA's Project Manager. Any consent of the CRA's Project Manager does not relieve the Consultant from any obligations under this Agreement and does not constitute a waiver of any of the CRA's rights under this Agreement. The CRA's Project Manager may, at its discretion, ratify in writing any such subcontract which shall constitute the consent of the CRA's Project Manager as required by this Section 14.4.

SECTION 15.0 – DISPUTES

- 15.1 Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed of by a supplemental agreement, shall be decided by the CRA's Project Manager, who shall provide a written decision to the Consultant. The decision of the CRA's Project Manager shall be final and conclusive, unless within fifteen (15) days from the date of receipt of such copy, the Consultant mails or otherwise furnishes to the CRA's Project Manager a written notice of dispute.
- 15.2 In the event a decision of the CRA's Project Manager is the subject of a dispute, such dispute may be settled by appropriate legal proceeding or, if the Parties mutually agree in writing, through arbitration or administrative process. Pending any binding arbitative or administrative decision, appeal, or judgment referred to in this Section or the settlement of any dispute arising under this Agreement, the Parties shall proceed diligently with the performance of this Agreement.
- 15.3 Each party shall be responsible for its own costs and expenses, including legal fees, of any arbitration, administrative proceedings, appeal or suit prosecuted by either party.

SECTION 16.0 – SUSPENSION OF SERVICES

- 16.1 The CRA's Project Manager may, at any time, by written order to the Consultant, require the Consultant to suspend, delay, or interrupt all or any part of the Scope of Services required by this Agreement. Any such order shall be specifically identified as a suspension of services order ("Suspension of Services Order"). Upon receipt of a Suspension of Services Order, the Consultant shall forthwith comply with its terms and immediately cease incurrence of further costs and fees allocable to the services covered by the Suspension of Services Order during the period of stoppage of services. This shall include the involvement of any and all sub-contractual relationships.
- 16.2 If a Suspension of Services Order issued under this Section is canceled, the Consultant shall resume the Scope of Services within fifteen (15) days after a Suspension of Services Order is canceled. If an adjustment to the Scope of Services or any other term and condition of this Agreement is required due to a suspension of services pursuant to this Section, the Parties shall follow the Contract Adjustments (as defined herein) procedure as described in Section 21.0 of this Agreement. Failure to agree to any Contract Adjustments shall be a dispute concerning a question of fact pursuant to Section 15.0.
- 16.3 If a Suspension of Services Order is not canceled and this Agreement is terminated by

the CRA for convenience, the CRA shall pay the Consultant costs and fees for services performed up to the effective date of termination, provided such costs and fees are owed to the Consultant pursuant to this Agreement. The Consultant shall provide the CRA all completed or partially completed Deliverables prior to the receipt of payment for services performed up to the effective date of termination. The foregoing payment shall constitute the Consultant's sole compensation in the event of termination of this Agreement and the CRA shall have no other liability to the Consultant related to termination of this Agreement. Without limiting the generality of the foregoing, the CRA shall have no liability to the Consultant for lost profits or lost opportunity costs in the event of termination of this Agreement.

SECTION 17.0 – TERMINATION

17.1 TERMINATION FOR CONVENIENCE

17.1.1 The performance of the Scope of Services under this Agreement may be terminated, in whole or in part, by the CRA for any reason whenever the CRA's Project Manager shall determine that such termination is in the best interest of the CRA. Termination shall be effective fifteen (15) days after delivery to the Consultant of a notice of termination specifying the extent to which performance of Scope of Services under this Agreement is terminated.

17.1.2 Upon receipt of the notice of termination, the Consultant shall, unless the notice of termination directs otherwise, immediately discontinue performance of the Scope of Services required by this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

17.1.3 The CRA shall pay the Consultant costs and fees for services performed up to the effective date of termination, provided such costs and fees are owed to the Consultant pursuant to this Agreement. The Consultant shall provide the CRA all completed or partially completed Deliverables prior to the receipt of payment for services performed up to the effective date of termination. The foregoing payment shall constitute the Consultant's sole compensation in the event of termination of this Agreement by the CRA for convenience and the CRA shall have no other liability to the Consultant related to termination of this Agreement by the CRA for convenience. Without limiting the generality of the foregoing, the CRA shall have no liability to the Consultant for lost profits or lost opportunity costs in the event of termination of this Agreement by the CRA for convenience.

17.2 TERMINATION FOR DEFAULT

17.2.1 The CRA may terminate this Agreement upon written notice to the Consultant in the event the Consultant defaults on any of the terms and conditions of this Agreement and such failure continues for a period of thirty (30) days following notice from the CRA specifying the default; provided, however, that the CRA may immediately terminate this Agreement, without providing the Consultant with notice of default or an opportunity to cure, if the CRA determines that the Consultant has failed to comply with any of the terms and conditions of this Agreement related to insurance coverage.

17.2.2 In the event of termination of this Agreement pursuant to Section 17.2, the CRA shall not be obligated to make any further payment to the Consultant hereunder until such time as the CRA has determined all costs, expenses, losses and damages which the CRA may have incurred as a result of such default by the Consultant, whereupon the CRA shall be entitled to set off all costs (including the cost to cover if the CRA procures similar services from another architect/ engineer), expenses, losses and damages so incurred by the CRA against any amount due Consultant under this Agreement.

17.3 Nothing contained in this Section 17.0 shall be construed as limiting the CRA's rights and remedies in the event of termination of this Agreement.

SECTION 18.0 – PROHIBITED INTEREST

18.1 No appointed or elected official or employee of the CRA shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 19.0 – FINDINGS CONFIDENTIAL

19.1 Subject to the requirement of Florida laws regarding public records and Section 24.0 of this Agreement, all Deliverables produced or developed by the Consultant or any CRA data available to the Consultant pursuant to this Agreement shall not be made available to any individual or organization, other than any Consultant's Representative by the Consultant without prior written consent from the CRA.

SECTION 20.0 – GENERAL PROVISIONS

20.1 Should any section or portion of any section of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.

20.2 Each party to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.

20.3 The Consultant shall make no assignment of any of its rights, duties, or obligations under this Agreement without the CRA's prior written consent, which consent may be withheld by the CRA Commission in its sole and absolute discretion.

20.4 This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida and shall inure to and be binding upon the Parties, their successors and assigns. Venue for any action brought in state court shall be in Polk County, Florida. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division. The Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

20.5 The Consultant shall comply with all applicable federal, state, and local laws,

ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including all Laws related to the Americans with Disabilities Act and Florida laws regarding public records. The Consultant shall also comply with the CRA's policies and procedures, executive orders and any standards provided to the Consultant by the CRA.

- 20.6 This Agreement has been prepared by the CRA and reviewed by the Consultant and its professional advisors. The CRA, Consultant and Consultant's professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the CRA or the Consultant or against the CRA or the Consultant merely because of their efforts in preparing it.
- 20.7 The headings are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.
- 20.8 The Consultant shall keep accurate books, records and documentation related to this Agreement at the address for delivery of notices set forth in this Agreement. All such books, records and documentation shall be kept by the Consultant and shall be open to examination, audit and copying by the CRA during the Term of this Agreement and for a period of five (5) years following termination or expiration of this Agreement. The Consultant shall bear the costs associated with the retention of books, records and documentation. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.
- 20.9 All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.
- 20.10 This Agreement may be amended only in writing executed by the Parties.
- 20.11 This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, whether oral or written, between them.
- 20.12 Each Appendix to this Agreement, including attachments to an Appendix and materials referenced in an appendix, is an essential part hereof and is incorporated herein by reference.
- 20.13 No term or condition of this Agreement shall be deemed waived, and no breach of this Agreement excused, unless the waiver or consent is in writing signed by the party granting such waiver or consent.
- 20.14 In the event that either party is delayed in the performance of any act or obligation pursuant to or required by this Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such party is actually delayed by such Force Majeure Event. The party seeking delay in performance shall give notice to the other party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less

than monthly so long as such delay due to a Force Majeure Event continues. Any party seeking delay in performance due to a Force Majeure Event shall use best efforts to rectify any condition causing such delay and shall cooperate with the other party to overcome any delay that has resulted.

- 20.15 The Consultant shall not take any action that will result in a lien being placed against the CRA or to any services or Deliverables being provided to the CRA. In the event the CRA is placed on notice of intent to lien or placed on notice of a lien by the Consultant or any Consultant Representative, the Consultant will take immediate action at the Consultant's expense to respectively prevent or remove and discharge the lien.
- 20.16 Subject to the requirements of Florida public records Laws, neither party shall use the other party's name in conjunction with any endorsement, sponsorship, or advertisement without the prior written consent of the named party.
- 20.17 The obligations of the CRA as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential CRA services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the CRA shall not be prohibited from pledging any legally available for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the CRA pursuant to this Agreement.
- 20.18 All Deliverables shall be made available to the CRA upon request and shall be considered public records in accordance with Chapter 119, Florida Statutes, unless exempt there from.
- 20.19 Time is of the essence of this Agreement and each of its provisions.
- 20.20 In the event of an inconsistency or conflict, the following order of precedence shall govern: (i) this Agreement, exclusive of the appendices and the attachments to and materials referenced in an appendix, (ii) the appendices to this Agreement, exclusive of the attachments to and materials referenced in an appendix.
- 20.21 For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement by the CRA means the approval of the Mayor or his/her authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by the City Commission pursuant to the City Charter or applicable Laws.
- 20.22 The Consultant shall not discriminate because of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information or other protected category.

SECTION 21.0 – CONTRACT ADJUSTMENTS OR CHANGES IN THE SCOPE OF WORK

- 21.1 Either party may propose additions, deletions or modifications to the Scope of Services or the other terms and conditions of this Agreement (e.g., Consultant's project manager or key personnel required pursuant to Section 23.0 of this Agreement), ("Contract Adjustments") in whatever manner such party determines to be reasonably

necessary for the proper completion of the services. Proposals for Contract Adjustments shall be submitted to the non-requesting party on a form provided by the CRA. Contract Adjustments shall be affected through written amendments to this Agreement signed by authorized representatives of the Parties.

- 21.2 There shall be no modification of the not-to-exceed amount set forth in this agreement on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Consultant or any Consultant Representative to properly perform their obligations and functions under this Agreement.
- 21.3 Notwithstanding anything to the contrary contained in this Agreement, there shall be no change in the fees and costs set forth in **Addendum "C"** except through a written amendment to this Agreement signed by authorized representatives of the Parties.

SECTION 22.0 – NOTICE

- 22.1 Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

CRA:

Lakeland CRA
228 S. Massachusetts Avenue
Lakeland, FL 33801
Attention: Valerie Vaught, CRA Manager
Phone: (863) 834-6064
Email: valerie.vaught@lakelandgov.net

Consultant:

Kimley-Horn and Associates Inc.
1800 2nd Street, Suite 900
Sarasota, FL 34236
Attention: Kelley Klepper, Vice President
Phone: (941) 379-7673
Email: kelly.klepper@kimley-horn.com

- 22.2 Either party may change its authorized representative or address for receipt of notices by providing the other with written notice of such change. The change shall become effective five (5) days after receipt by the non-changing party of the written notice of change. Unless otherwise agreed to by the Parties in writing, electronic submission of notices does not relieve either party of the requirement to provide notice in writing as required in Section 22.1 above.

SECTION 23.0 – PERSONNEL

- 23.1 The Consultant shall assign the key personnel identified to perform the Scope of Services in accordance with this Agreement. The Consultant shall not, without the CRA's prior written consent, transfer, reassign, redeploy or otherwise remove any key personnel; provided, however, that removal of any key personnel due to their incapacity or termination shall not constitute a violation of this Section. If any of the key personnel are incapacitated or are terminated, the Consultant shall, within ten (10) days, replace such person with another person approved by the CRA and that is at least as well qualified as the person who initially performed that person's role. The Consultant shall provide for a transition period of at least one (1) week (or such shorter period of time approved by the CRA) during which time any key personnel being replaced shall familiarize their replacement(s) with the work required to be performed by the replacement(s). The Consultant shall be solely responsible for all costs associated with replacement of key personnel. Without limiting the generality of the foregoing, if any change in key personnel causes a delay, the Consultant shall be solely responsible for any and all of its increased costs associated with such delay.
- 23.2 The CRA may require the Consultant to replace any persons performing the Scope of Services, including but not limited to any Consultant Representative, whom the CRA determines is not performing the Scope of Service to the CRA's satisfaction. Before a written request is issued, authorized representatives of the CRA and the Consultant will discuss the circumstance. Upon receipt of a written request from an authorized representative of the CRA, the Consultant shall be required to proceed with the replacement. The replacement request will include the required replacement date and the reason for the replacement. The Consultant shall use its best efforts to effect the replacement in a manner that does not degrade service quality. This Section will not be deemed to give the CRA the right to require the Consultant to terminate a person's employment. Rather, this Section is intended to give the CRA only the right to require that the Consultant discontinue using persons in the performance of the Scope of Services under this Agreement.

SECTION 24.0 – PUBLIC RECORDS

- 24.1 The Consultant shall (i) keep and maintain public records (as defined in Chapter 119, Florida Statutes) required by the CRA to perform the services pursuant to this Agreement; (ii) Upon request from the City Clerk's Office, provide the CRA (at no cost to 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 under Florida laws regarding public records or other applicable Laws; (iii) ensure that public records in the Consultant's possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable Laws for the Term and after the expiration or earlier termination of this Agreement; and (iv) after the expiration or earlier termination of this Agreement, at the CRA's request, either transfer, at no cost, to the CRA all public records in the Consultant's possession within ten (10) days following the CRA's request and/or keep and maintain any public records required by the CRA to perform the services pursuant to this Agreement. If the Consultant transfers all public records to the CRA upon the expiration or earlier termination of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon the expiration or earlier termination of this

Agreement, the Consultant shall meet all applicable requirements for retaining public records in accordance with this Agreement and all applicable Laws. At the CRA's request, all public records stored electronically by the Consultant shall be provided to the CRA in a format approved by the CRA.

24.2 IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: KEVIN COOK – DIRECTOR OF COMMUNICATIONS AT: PHONE: (863) 834-6264, EMAIL: KEVIN.COOK@LAKELANDGOV.NET, ADDRESS: ATTN: COMMUNICATIONS DEPARTMENT, 228 S. MASSACHUSETTS AVE., LAKELAND, FLORIDA 33801.

24.3 Nothing contained herein shall be construed to affect or limit the Consultant's obligations including but not limited to Consultant's obligations to comply with all other applicable Laws and to maintain books and records pursuant to this Agreement.

SECTION 25.0 – FLORIDA PROMPT PAYMENT ACT

25.1 The CRA shall abide by the Florida Prompt Payment Act as stated in Florida Statutes, Chapter 218.70.

REMAINING PORTION INTENTIONALLY LEFT BLANK

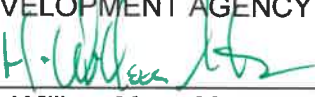
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date of the first written above.

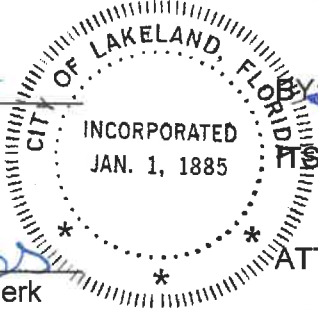
CRA :


CONSULTANT:


LAKELAND COMMUNITY
REDEVELOPMENT AGENCY

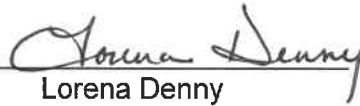
KIMLEY-HORN AND ASSOCIATES INC

BY: 
H. William Mutz, Mayor



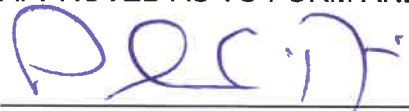
BY: 
James R. Pankonin, PLA
Vice President

ATTEST: 
Kelly S. Koo, City Clerk

ATTEST: 
Lorena Denny
ITS: Administrative Assistant

(CORPORATE SEAL)

APPROVED AS TO FORM AND CORRECTNESS:


Palmer Davis, City Attorney

ADDENDUMS

Addendum A – Scope of Services and Deliverables

Addendum B – Dixieland CRA District Map

Addendum C – Fee Proposal

Addendum D – Project Schedule

Addendum E – Consultant Insurance

Addendum F – Consultant Hold Harmless/Indemnification

Addendum G – Consultant Proposal in Response to 2024-RFP-318

Addendum H – Notice – Request For Proposals 2024-RFP-318