

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made this _____ day of February, 2023, by and between the Lake Wales Community Redevelopment Agency with offices at 201 W. Central Avenue, Lake Wales, FL 33853 (the "CRA") and D. STARLING CONSULTING, LLC, a Florida limited liability company ("STARLING") 120 Summer View Circle, Winter Haven, FL 33880.

1. SCOPE OF SERVICES

This Agreement is issued to provide funding required to cover the consulting services furnished by STARLING to the CRA as follows:

Essential Duties and Responsibilities:

- a. Administer redevelopment and revitalization programs within the Community Redevelopment District.
- b. Conduct property research and coordination of real estate brokers and direct negotiations for purchase of properties for redevelopment efforts.
- c. Assist with preparing, tracking, and managing project related budget. Assist with tracking progress of project consultants including architects, planners, engineers, attorneys and development consultants.
- d. Develop and maintain positive working relationships with existing businesses to encourage business retention and expansion projects.
- e. Assist in conducting comprehensive studies of Redevelopment Area data.
- f. Assist Community Redevelopment Agency Board in developing short and long range plans; gather, interpret, and prepare data for studies, reports and recommendations; coordinate activities with other departments and agencies as needed.
- g. Coordinate activities and prepare applications to secure funds from available state or federal grant or loan programs. of volunteers, non-profit organizations, consultants, and governmental agencies.
- h. Promote the CRA as both a business-friendly and sustainable community.
- i. Direct and manage business attractions and outreach marketing strategies; work with the Public Information Officer to develop and disseminate Department news, events and achievements.
- j. Responsible for reporting as required under Florida State Statute 163, Part III.
- k. Assist with maintenance of the CRA website.
- l. Assist in developing and maintaining a comprehensive inventory of available buildings and sites in the community for economic development purposes.
- m. Prepare and maintain information on utilities, taxes, zoning, transportation, community services, etc.; respond to requests for information for economic development purposes; prepare data sheets and other information. Respond to inquiries about local economic development activities and opportunities.
- n. Serve as a liaison between the local government, CRA Board, Chamber of Commerce, merchants' associations, economic development districts, and other public, private or nonprofit groups and associations interested in economic development.
- o. Prepare a variety of studies, reports and related information for decision-making purposes.

- p. Conduct technical research studies and prepares statistical reports and recommendations for drafting or revising local legislation and plans, projecting trends, monitoring socio-economic data, etc.
- q. Monitor local, state and Federal legislation and regulations relating to economic development, and reports findings, trends and recommendations to CRA staff.
- r. Serve when assigned as a member of an economic development task force composed of private, local, county or state groups.
- s. Coordinate and manage professional services contracts, as assigned. Perform other related work as required.

2. TIME AND PERFORMANCE OF THE WORK

Time is of the essence in the performance of this Agreement. STARLING shall proceed with the utmost diligence and dispatch in the performance of the services to be provided pursuant to the terms of this Agreement.

3. TERM

The Term of this Agreement shall commence upon approval of the governing Board of the CRA, and expire one (1) year subsequent to commencement, unless otherwise terminated by either party with 60 days written notice. The agreement may be renewed for up to two consecutive twelve-month terms upon mutual agreement of both parties.

STARLING acknowledges that the CRA, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year.

4. COMPENSATION

The annual compensation for services rendered pursuant to the terms of this Agreement shall be \$100,000.

5. GENERAL

A. Governing Law. This Agreement shall be governed and construed in accordance with the Laws of the State of Florida.

B. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein and shall supersede all prior oral and written understandings, agreements and proposals. No modification of this Agreement shall be valid unless made in writing, referring to this Agreement, and executed by CRA and STARLING.

C. Independent Contractor. STARLING, in performance of the services under this Agreement, is acting as an independent contractor and shall have the exclusive control of the manner and means of performing the services.

D. Assignment. This Agreement shall be binding upon the parties' respective successors and permitted assigns. STARLING may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of CRA, and any such attempted assignment shall be void.

E. Notices. Any notices or communication under this Agreement shall be in writing and shall be personally delivered or sent by certified or registered mail return receipt requested or by confirmed facsimile transmission to the party receiving such communication at the address specified below or such other address as either party may in the future specify to the other party.

To CRA: Executive Director
CRA of Lake Wales
P.O. Box 1320
Lake Wales, FL 33859 – 1320

To: Darrell G. Starling, II
Registered Agent
120 Summer View Circle
Winter Haven, FL 33880

F. Waiver. A failure of either party to exercise any right provided herein, shall not be deemed to be a waiver of any right hereunder.

G. Compliance with Laws. STARLING shall comply with all applicable U.S., state and local laws and regulations in performance of her obligations hereunder.

H. Public Records. STARLING acknowledges that it is acting on behalf of a Public agency and that this Agreement is subject to the provisions of §119.0701, Florida Statutes, and that STARLING must comply with the public records laws of the State of Florida. STARLING shall:

(1) Keep and maintain public records required by the public agency to perform the services.

(2) Upon request from the public agency's custodian of public records, STARLING shall provide the public agency 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 this chapter or as otherwise provided by law.

(3) STARLING shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

(4) STARLING shall, upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of STARLING or keep and maintain public records required by the public agency to perform the service. If STARLING transfers all public records to the public agency upon completion of the contract, STARLING shall

destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If STARLING keeps and maintains public records upon completion of the contract, STARLING shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency upon request from the public agency's custodian of public records in a format that is compatible with the information technology systems of the public agency.

(5) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify STARLING of the request, and STARLING must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

(6) If STARLING does not comply with a public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

(7) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

(8) If a civil action is filed against STARLING to compel production of public records relating to a public agency's contract for services, the court shall assess and award against STARLING the reasonable costs of enforcement, including reasonable attorney fees, if:

(a) The court determines that the STARLING unlawfully refused to comply with the public records request within a reasonable time; and

(b) At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that STARLING has not complied with the request, to the public agency and to STARLING.

(9) A notice complies with subparagraph (8)(b) if it is sent to the public agency's custodian of public records and to STARLING at STARLING's address listed on the contract with the public agency. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(10) A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

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

843-678-4182 ext. 270

jnanek@lakewalesfl.gov

**CRA of Lake Wales
Attn: City Clerk
201 W. Central Ave
Lake Wales, FL 33853**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

Lake Wales CRA

D. Starling Consulting, LLC

Signature

Signature

James Slaton, Executive Director
Printed Name

Darrell G. Starling, II, CEO/Manager
Printed Name

Date

Date