

RESOLUTION NO. 18R-03-47

A RESOLUTION OF THE CITY OF LAUDERHILL CITY COMMISSION APPROVING THE PROPOSAL FROM EDSA IN THE AMOUNT OF \$75,000.00 FOR THE CITY OF LAUDERHILL BROWARD BOULEVARD COMMUNITY REDEVELOPMENT AREA (CRA) MASTER PLANNING SERVICES AS A PART OF THE GENERAL OBLIGATION (GO) BOND IMPROVEMENT PROJECTS; PROVIDING FOR PAYMENT FROM BUDGET CODE NUMBER 307-348-03110; PROVIDING TERMS AND CONDITIONS; PROVIDING FOR AN EFFECTIVE DATE (REQUESTED BY CITY MANAGER, CHARLES FARANDA)

BE IT RESOLVED BY THE COMMISSION OF THE CITY OF LAUDERHILL, FLORIDA:

SECTION 1. The proposal from EDSA in the amount of \$75,000.00 for master planning services for the City of Lauderhill Broward Boulevard Community Redevelopment (CRA) as part of the General Obligation (BO) Bond improvements, a copy of which is attached hereto and incorporated herein, is hereby approved.

SECTION 2. Providing for payment in an amount not to exceed \$75,000.00 from Budget Code Number 307-348-03110.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

DATED this 26 day of March, 2018.

PASSED AND ADOPTED on first reading this 26 day of March, 2018.


PRESIDING OFFICER

ATTEST:


CITY CLERK

MOTION	<u>Thurston</u>
SECOND	<u>Bates</u>
M. BATES	<u>Yes</u>
H. BENSON	<u>Excused</u>
H. BERGER	<u>Yes</u>
K. THURSTON	<u>Yes</u>
R. KAPLAN	<u>Yes</u>

Approved as to Form


W. Earl Hall
City Attorney



City of Lauderhill

City Hall
5581 W. Oakland Park
Blvd.
Lauderhill, FL, 33313
www.lauderhill-fl.gov

File Details

File Number: 18R-2668

File ID: 18R-2668

Type: Resolution

Status: Agenda Ready

Version: 1

Reference:

In Control: Finance
Department

File Created: 03/08/2018

File Name: CRA MASTER PLAN BOULEVARD COUNTY EDSA

Final Action:

Title: RESOLUTION NO. 18R-03-47: A RESOLUTION OF THE CITY OF LAUDERHILL CITY COMMISSION APPROVING THE PROPOSAL FROM EDSA IN THE AMOUNT OF \$75,000.00 FOR THE CITY OF LAUDERHILL BROWARD BOULEVARD COMMUNITY REDEVELOPMENT AREA (CRA) MASTER PLANNING SERVICES AS A PART OF THE GENERAL OBLIGATION (GO) BOND IMPROVEMENT PROJECTS; PROVIDING FOR PAYMENT FROM BUDGET CODE NUMBER 307-348-03110; PROVIDING TERMS AND CONDITIONS; PROVIDING FOR AN EFFECTIVE DATE (REQUESTED BY CITY MANAGER, CHARLES FARANDA).

Notes:

Sponsors: Faranda

Enactment Date:

Attachments: RES-18R-03-47-Proposal-EDSA CRA Master plan.pdf,
EDSA PROPOSAL - BROWARD BLVD MASTER
PLAN SERVICES

Enactment Number:

Contact:

Hearing Date:

* **Drafter:** tdorsett@laudershill-fl.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
---------------	--------------	-------	---------	----------	-----------	-----------------	---------

Text of Legislative File 18R-2668

RESOLUTION NO. 18R-03-47: A RESOLUTION OF THE CITY OF LAUDERHILL CITY COMMISSION APPROVING THE PROPOSAL FROM EDSA IN THE AMOUNT OF \$75,000.00 FOR THE CITY OF LAUDERHILL BROWARD BOULEVARD COMMUNITY REDEVELOPMENT AREA (CRA) MASTER PLANNING SERVICES AS A PART OF THE GENERAL OBLIGATION (GO) BOND IMPROVEMENT PROJECTS; PROVIDING FOR PAYMENT FROM BUDGET CODE NUMBER 307-348-03110; PROVIDING TERMS AND CONDITIONS; PROVIDING FOR AN EFFECTIVE DATE (REQUESTED BY CITY MANAGER, CHARLES FARANDA).

Request Action:

A RESOLUTION IS REQUESTED FROM THE CITY COMMISSION TO ACCEPT THE G.O. BOND PROPOSAL (CCNA) FROM COMMISSION-APPROVED CONSULTANT EDSA IN THE AMOUNT OF \$75,000.00 FOR MASTER PLANNING SERVICES TO ESTABLISH A NEW CRA ON THE BOULEVARD COUNTY ANNEXED AREAS.

Need:

ACCEPTANCE OF THE PROPOSAL FROM EDSA REGARDING MASTER PLANNING SERVICES TO ESTABLISH A CRA IN THE CITY OF LAUDERHILL WITH A FOCUS ON BOULEVARD COUNTY ANNEXED AREAS.

Summary Explanation/ Background:

THERE ARE CURRENTLY 222 ACTIVE COMMUNITY REDEVELOPMENT AGENCIES IN FLORIDA. THE AGENCIES HAVE BEEN ESTABLISHED TO ENCOURAGE NEW INVESTMENT AND JOB CREATION IN URBAN AREAS THAT WERE BLIGHTED DUE TO SUBSTANTIAL GROWTH MOVING AWAY FROM THE URBAN CORE. EDSA HAS BEEN RECRUITED TO DEVELOP A SCOPE OF SERVICE TO ASSIST WITH THAT MISSION. THEIR SCOPE INCLUDES PREPARING THE FINDING OF NECESSITY DOCUMENTS, COMMUNITY REDEVELOPMENT MASTER PLANNING AND WORK WITH THE CITY TO CREATE THE REDEVELOPMENT TRUST. THE BOUNDARY AREAS WILL INCLUDE NW 19TH STREET AND NW 31ST AVENUE, SOUTH TO BROWARD BLVD, WEST TO 441 ALONG NW 38TH WAY AND NORTH TO SUNRISE BOULEVARD WITHIN CITY LIMITS. STAFF RECOMMENDS APPROVAL OF THE EDSA PROPOSAL FOR THE SCOPE OF SERVICES TO PROVIDE PLANNING SERVICES TO ESTABLISH A NEW CRA IN THE CITY OF LAUDERHILL WITH A FOCUS ON THE BOULEVARD COUNTY ANNEXED AREA. THE FIRM'S PROPOSAL WILL FOCUS ON THREE MAIN GOALS: TO DEVELOP A CRA REDEVELOPMENT MASTER PLAN THAT MEETS STATE OF FLORIDA AND BROWARD COUNTY STANDARDS; TO ESTABLISH AN OVERALL THEME AN CHARACTER FOR THE CRA IN THE FORM OF DESIGN GUIDELINES; AND TO IDENTIFY THE CATALYST PROJECTS AND FUNDING SOURCES THAT WILL ALLOW THE CRA TO BE SUCCESSFUL.

Attachments:

- (1) EDSA PROPOSAL - BROWARD BLVD MASTER PLAN SERVICES

Cost Summary/ Fiscal Impact:

FUNDING IN THE AMOUNT OF \$75,000.00 HAS BEEN ALLOCATED TO BUDGET CODE NUMBER 307-348-03110.

Estimated Time for Presentation:

NONE

Master Plan:

Goal 1: Clean, Green Sustainable Environment

- Increase mass transit ridership
- Reduce City energy consumption
- Reduce water consumption

Goal 2: Safe and Secure City of Lauderhill

- Crime in lower 50% in Broward
- Residents feel safe in neighborhood
- Reduce emergency fatalities

Goal 3: Open Spaces and Active Lifestyle for all ages

- Increase participation in youth sports
- Add new park land and amenities
- Increase attendance at cultural programs and classes

Goal 4: Growing Local Economy, Employment and Quality of Commercial Areas

- Increase commercial tax base
- Increase employment in Lauderhill businesses
- Decrease noxious and blighted uses in commercial areas

Goal 5: Quality Housing at all Price Ranges and Attractive Communities

- Neighborhood signs and active HOAs
- Housing & streets improved, litter reduced
- Increase proportion of single family homes and owner occupied housing

Goal 6: Efficient and Effective City Government, Customer Focused & Values Diversity

- Improves City efficiency
- Increase use of Information Technology
- Increases residents perception of Lauderhill as an excellent place to live



January 18, 2018

Mr. Chuck Faranda

City of Lauderhill
5581 W. Oakland Park Blvd.
Lauderhill, FL 33313

Re: City of Lauderhill Broward Boulevard CRA
Proposal for Master Planning Services

Dear Chuck:

We would like to wish you a Happy New Year. EDSA is pleased to provide this proposal for master planning services related to the Broward Community Redevelopment Area (CRA). As always, we truly appreciate the opportunity and look forward to contributing to the success of the City of Lauderhill.

As requested by Kennie Hobbs, EDSA will provide planning services to establish a new CRA in the City of Lauderhill with a focus on the Boulevard County Annexed Areas. The CRA boundary will include as follows NW 19th Street and NW 31st Avenue, south to Broward Blvd, West to 441 along NW 38th Way and north to Sunrise Boulevard within the City Limits. The process will adhere to state statutes in summary as follows:

1. *Adopt the Finding of Necessity. This will formally identify the blight conditions within the targeted area and establish the area boundary.*
2. *Develop and adopt the Community Redevelopment Plan. The plan addresses the unique needs of the targeted area and includes the overall goals for redevelopment in the area, as well as identifying specific projects.*
3. *Create a Redevelopment Trust Fund. Establishment of the Trust Fund enables the Community Redevelopment Agency to direct the increase in real property tax revenues back into the targeted area.*

Currently, there are 222 active community redevelopment agencies (CRAs) in Florida. The CRA's have been established to encourage new investment and job creation in urban areas that were blighted due to substantial growth moving away from the urban core. *Under Florida law (Chapter 163, Part III), local governments are able to designate areas as CRAs when certain conditions exist. Such as: the presence of substandard or inadequate structures, a shortage of affordable housing, inadequate infrastructure, insufficient roadways and inadequate parking. To document that the required conditions exist, the local government must survey the proposed redevelopment area and prepare a "Finding of Necessity."* Based on the current conditions of the area, EDSA supports the City's conclusion that the area would benefit from a CRA. The EDSA scope of services will include preparing the Finding of Necessity documents, Community Redevelopment Master Planning and work with the City create the Redevelopment Trust.

EDSA will be joined by Carras Community Investments to prepare the Finding of Necessity and we will collaborate with the City to ensure the CRA is completed as per State and Broward County Standards. As always, the EDSA Team will be available to meet on a regular basis. Following is our proposed of scope of work, as we understand it.

SCOPE OF SERVICES

We have visited the area on many occasions and understand the existing conditions. We agree the establishment of the CRA will provide much needed investment that will improve the area. Our approach will begin with kicking off the planning assignment with the City to confirm the proposed goals, objectives, deliverables and schedule. As noted above, we will start the planning effort by establishing the Finding of Necessity and follow up with the Community Redevelopment Plan and Creation of the Redevelopment Trust.

Based on previous efforts related to the creation of CRA's within the City, the EDSA Team will provide services towards three (3) main goals. These goals of the City and subsequent expectations of the Team are:

1. To develop a CRA Redevelopment Master Plan that meets State of Florida and Broward County standards.
2. To establish an overall theme and character for the CRA in the form of design guidelines
3. To identify the catalyst projects and funding sources that will allow the CRA to be successful.

Our team will meet with the Residents, Business Owners and the City to gain consensus on the future character of the environment. We look forward to working with the City and Community towards the improvements. Please see our deliverables, schedule and compensation below.

DELIVERABLES

Task #1 – Finding of Necessity (10 weeks)

Phase 1 – Site Survey

The Consultant will perform a site survey along with the necessary mapping and photography to delineate the study area, determine existing land uses and assess the physical conditions of the site and immediate surrounding areas. Our staff will also conduct detailed field inventory of every property within the proposed study area to identify and document existing conditions of the property's structures, parking area, landscaping and graffiti. Our staff observers will rate various characteristics of each property and building within the study area.

Phase 2 - Demographic and Economic Analysis

The Consultant will provide a demographic and economic analysis of the study area and compare its population, housing, business and employment characteristics with the City of Lauderhill and Broward County.

Phase 3 - Assessment of Existing Improvements and Infrastructure

The Consultant will assess existing public service, utilities and infrastructure improvements in the study area and determine the capacity of existing public infrastructure to support private investment activity.

Phase 4 – Analysis of Slum and Blight Factors

Upon completion of the first three tasks, we will analyze study area conditions relative to the three factors for slum conditions and the 14 factors for blight conditions. Specifically, we will provide the City of Lauderhill with data and analysis that will determine whether the conditions in the study area meet the criteria described in s.163.340, Definition, (7) "slum area" or (8) "blighted area."

Phase 5 - Fiscal Impact Analysis

Carras Community Investment, Inc. staff will perform a fiscal impact analysis to determine the existing value of properties in the study area and the potential financial implications of redevelopment. We will prepare several financial scenarios addressing the opportunities for implementing a CRA as defined by Chapter 163, Florida Statutes. The scenarios will illustrate potential tax increment revenues that could accrue to the benefit of the area should the CRA be implemented. The projected changes in the future valuations for purposes of capturing tax increment revenue are compared with the current area's estimated valuations based on County tax records.6t

Phase 6 - Finding of Necessity Resolution

Carras will provide the City of Lauderhill with a draft "Finding of Necessity Resolution" for review and consideration. The Consultant will present its findings to City staff and at all required City Commission hearings.

Conditions

The City of Lauderhill will provide GIS mapping data consisting of zoning data, parcel data, existing land use, Future Land Use, existing CRA boundary data and other mapping data as needed to complete the review and analysis.

Deliverables

The deliverables include, but not limited to the write-up of a Final Report containing:

1. A one-page executive summary,
2. Final Report, including supporting evidence (mapping, photography) for Phase 6: Finding of Necessity Resolution.
3. Final Report sections will be divided as outlined by Study Task Phases 1-6.
4. A PowerPoint presentation with all the major findings.

Example Table of Contents

- a. Executive Summary
- b. Overview and Purpose
- c. Study Area and Existing Land Use
- d. Analysis of Slum and Blight Factors
- e. Findings and Conclusions
- f. Appendix and List of Figures

Task #2 – Community Redevelopment Plan (12 weeks)

Based on the results of the Finding of Necessity, EDSA Team provide ongoing professional services towards the preparation of the CRA Redevelopment Plan, Public Involvement, and Agency Coordination associated with the approval process with the State and Broward County for the CRA. Please note the following tasks are generally sequential or ongoing concurrently:

Phase 1: CRA Site Inventory and Analysis

- A. Review of existing urban design and land use conditions and the specific opportunities and constraints relative to the CRA.
- B. Review of existing pedestrian and vehicular circulation conditions and their opportunities and constraints relative to the redevelopment of the CRA.
- C. Review of existing zoning ordinance and the specific opportunities and constraints relative to the CRA.
- D. Compile inventory information gathered by Carras Community Investment

Phase 2: Preliminary CRA Planning and Design

- A. Preparation of preliminary land use planning concepts and redevelopment opportunities. The team will attempt to rectify the conflicts between the Carras Community Investment Study and any additional citizens concerns.
- B. Preparation of preliminary open space enhancements as a catalyst for redevelopment. This will stress parks, recreation, promenades and will address sustainability opportunities.
- C. Development of preliminary CIP list for the CRA.

Phase 3: Final CRA Master Plan

- A. Preparation of Final CRA Master Plan
- B. Development of Land Use and Zoning Districts within the CRA
- C. Development of Capital Improvement Project recommendations
- D. Provide preliminary character sketches and enlargement plans (2 each)

Phase 4: Public Involvement Meetings and County/City Coordination

- A. Meetings and Public Involvement:
- i. Public Workshops (2 total)
 - ii. City Planning and Zoning Meetings (2 total)
 - iii. City Commission Meetings (2 total)
 - iv. City Staff Meetings (4 total)

Deliverables:

- 1. CRA Redevelopment Master Plan
- 2. Character Sketches (1 aerial view, 2 street level views at selected catalyst projects)
- 3. Enlargement Plans (3 total – Projects to be determined)

Task #3 – Creation of Redevelopment Trust (6 weeks)

The EDSA Team will work with the City Attorney to provide exhibits from the above task for creation of the redevelopment trust. As, the City currently has CRA's within the City limits, we see our role in this task in a support capacity as needed. In summary, The EDSA Team will review documents and provide all exhibits required for the creation of the trust.

SCHEDULE

Tasks #1, #2 and #3 workload outlined above will be delivered within 28 weeks after notice to proceed. We will review the design on a regular basis and provide updates as necessary. The subsequent tasks and phases will commence upon written approval. The schedule anticipates 2 weeks include time for your review and approval.

TASK DESCRIPTION	MONTH						DURATION
	1	2	3	4	5	6	
Task 1: Finding of Necessity	*	*					10 weeks
City Staff Review							1 week
Task 2: CRA Redevelopment Master Plan			*	*	*		12 weeks
City Staff Review							1 week
Task 3: Creation of Redevelopment Trust					*	*	6 weeks

* Denotes tentatively scheduled meetings and presentation included in the fees for professional services.

ADDITIONAL SERVICES

If required, additional services shall be provided as approved in writing by the Client, on a time and expense basis. The additional services shall be provided in accordance with the professional billing rate schedule included in this proposal. EDSA will provide as requested services for the items below:

- 1. Client changes beyond the original approved scope, base information and/or design documents.
- 2. Client instructions which deviate from the directions previously given by any current or former Client personnel.
- 3. Extra trips/workshops/conference meetings beyond the number outlined above.
- 4. Extended design schedule of thirty (30) days beyond EDSA's proposed schedule.
- 5. Additional deliverables beyond those outlined above.

COMPENSATION

EDSA would suggest a total lump sum fee of \$75,000 USD for the services outlined above. Please see schedule of values below. The fees below include labor, materials and reimbursable expenses to complete the effort.

Task	Task Description	Duration	Amount
Task 1	Finding of Necessity	10 weeks	\$28,500.00
Task 2	CRA Redevelopment Master Plan	12 weeks	\$36,500.00
Task 3	Creation Redevelopment Trust	6 weeks	\$10,000.00
	TOTAL		\$75,000.00

The reimbursable expenses will be additional and billed as outlined in the General Terms and Conditions. If this proposal meets with your needs and expectations, receipt of a signed copy will serve as our authorization to proceed. This proposal is valid for 90 days.

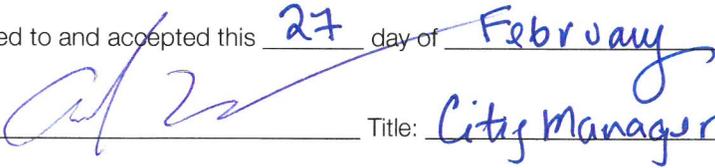
Please do not hesitate to contact us if modifications to proposal are required to better suit your needs. We look forward to hearing from you soon and thank you again for the opportunity to provide professional services.

Best regards,



Kona Gray, FASLA, PLA
Principal

Agreed to and accepted this 27 day of February, 2018.

By:  Title: City Manager

Cc: Desorae Giles-Smith, Kennie Hobbs, Ayanna Stephens, Marie Samuleman, File
Attachments: General Terms and Conditions, Rate Schedule

G:\Projects\KG\KG-Proposed Projects\Urban Design\City of Lauderhill\Broward CRA\PR_City of Lauderhill_Broward CRA_021018.doc



GENERAL TERMS AND CONDITIONS

A. Introduction:

These General Terms and Conditions are part of the attached letter agreement and are hereby incorporated by reference. If EDSA does not receive a response to the letter agreement within ninety (90) days, the fees and conditions for the design services will be subject to change. Please read these General Terms and Conditions carefully. Your acceptance of this agreement constitutes your acceptance of the foregoing terms and conditions.

B. Standard of Care:

The standard of care for all professional services performed or furnished by EDSA under this agreement will be the skill and care used by landscape architects practicing under similar circumstances at the same time and in the same locality. EDSA makes no warranties, either express or implied, under this agreement or otherwise, in connection with EDSA's services.

C. Client Furnished Information:

The Client shall provide EDSA with a development program and site information regarding the requirements and objectives for the Project. Additionally, EDSA shall be entitled to rely upon the accuracy and completeness of any information, reports and/or site surveys/base information supplied by the Client or by others authorized by Client.

D. Responsibilities During Construction Phase:

If EDSA's services under this letter agreement do not include services during the construction phase of the project, then Client assumes all responsibility for the application and interpretation of EDSA's drawings, specifications and other instruments of service; the observation and evaluation of Contractor's work and the performance of any other necessary construction phase landscape architectural or professional services; and Client waives any claims against EDSA that may be connected in any way thereto.

E. Out-of-Pocket Expenditures:

Unless otherwise stated in the attached letter agreement, the Client shall pay all out-of-pocket expenses, in addition to professional fees. Out-of-pocket expenses are defined as actual expenditures made by EDSA, their employees, and/or professional consultants in the interest of the project and include, but are not limited, to the following expenses:

1. Air Travel, including departure taxes (Business Class for flights scheduled for three [3] hours or greater) and related airline / agency fees
2. Hotel accommodations
3. Meals
4. Ground transportation (i.e., rental cars and taxis)
5. Postage, freight, telephone, facsimile, overnight express mail and courier services
6. Photocopying, reproductions and printing costs
7. Photographic supplies and processing
8. Study model materials
9. Special renderings, models, photographs and special consultants, when Client authorized

*The above listed items maybe billed at the actual cost incurred plus a 10% Administrative Fee.

Client's Initials

F. Ownership of Documents:

All documents prepared or furnished by EDSA pursuant to this agreement are instruments of EDSA's professional service. Upon payment in full for these professional services, EDSA shall grant joint ownership of such documents. Reuse, reproduction, modification of such documents by Client, without EDSA's written permission, shall be at Client's sole risk and Client agrees to indemnify and hold EDSA harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse by Client or others acting through Client.

G. Use of Electronic Media:

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

H. Additional Services Outside Agreed Upon Scope:

Services that are requested by the Client Group or the Client's Representative that are in addition to the Scope of Work listed above will be considered Additional Services and would be reviewed at that time for additional fee calculation. Additional services shall be provided if authorized by the Owner. These additional services may include, but are not limited to:

1. Services related to making revisions and/or additions to drawings, specifications, or other documents outlined when such revisions are inconsistent with instructions previously given or are a result of program modifications, reversal of previous direction or governmental reviews.
2. Scope of work changes (project size, area, complexity and budget).
3. Documentation, assistance, coordination, on-site visits or on-site representation beyond what is outlined in this proposal.
4. Team changes (General Contractor, Client Representative, Consultants and Joint Venture).
5. Schedule changes (meetings, duration, phasing).
6. Those services which are in addition to the Basic Services outlined in this Agreement.
7. Significant time spent to review contractor substitutions.
8. Time spent to address program or design changes by the Owner or operator, or major field revisions caused by construction issues of other disciplines.
9. Budget or value engineering requirements which require changes or modifications to completed and approved drawings.
10. Separation of the project construction into phases or other development strategies that may be employed that require repackaging of construction documents.
11. Extensions of construction time.
12. Preparation of professional renderings beyond what is mentioned in the scope of work above.
13. Cost estimating.
14. Documentation specific to LEED certification.

Client's Initials



I. Compensation/Invoicing:

All fees and reimbursable expenses will be invoiced monthly and shall be payable in net U.S. Dollars drawn upon a U.S. Bank unless otherwise stated in this letter agreement. The Client understands and acknowledges that these fees are net of any non-U.S. taxes and/or tariffs. If a retainer is received by EDSA, it will be applied to the final payment due unless otherwise stated in this letter agreement.

In the event the Client should use a foreign bank as its payment bank, the Client shall wire the funds in U.S. Dollars, net of any transaction fees, to EDSA's local bank using the following information:

BANK:	SunTrust Bank 515 East Las Olas Blvd. Fort Lauderdale, FL 33301
ABA NUMBER:	061000104
SWIFT NUMBER:	SNTRUS3A
CREDIT:	
ACCOUNT NUMBER:	EDSA, Inc. 1000114180770

Please indicate project name and/or number to be credited.

All invoices are payable upon receipt. In the event payment is not received within thirty (30) days of invoice date, the past due balance may be assessed an interest penalty of one and one-half percent (1 ½%) per month.

J. Termination Rights:

In the event EDSA does not receive payment within sixty (60) days, EDSA may stop work on the project until payment is received. Stoppage of work by EDSA due to non-payment of invoices beyond sixty (60) days will not be deemed as a default under the terms of this letter agreement. An additional fee may be required to stop and restart work due to nonpayment.

Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

In the event that the project is suspended for more than forty-five (45) days, through no fault of EDSA, EDSA shall be entitled to payment for services based on a percentage of completion for all completed work. In the event of termination, EDSA shall be compensated for all services fully and satisfactorily performed up until such termination date, together with Reimbursable Expenses incurred.

K. Dispute Resolution:

The Client agrees that this letter agreement shall be interpreted according to the laws of the State where the contracting EDSA office is located, and agrees to reimburse EDSA for reasonable attorney's fees, court costs, and all expenses including without limitation, all such fees, costs, and expenses incidental to arbitration, appeals, and post-judgment proceedings that it may expend in enforcing this letter agreement. In the event of any such dispute, Client agrees that the court venue will be located in Broward County, Florida.

L. Execution/Duration:

Signature of the attached letter agreement will signify the Client's acceptance of all the Terms and Conditions outlined herein. Accordingly, the Client warrants that the necessary funds are available to pay EDSA for the services and expenses outlined in this letter agreement and that these funds are not encumbered nor contingent upon subsequent approvals, permits or financing commitments.

This letter agreement will be valid for the duration of the project.

Client's Initials





RATE SCHEDULE

Principal	\$300 per hour
Associate Principal	\$240 per hour
Vice President	\$180 per hour
Senior Associate	\$150 per hour
Associate	\$120 per hour
Designer	\$100 per hour
Intern	\$ 55 per hour
Administrative Support	\$ 60 per hour

Client's Initials: _____