

**CONTINUING SERVICE AGREEMENT
FOR PROFESSIONAL CONTINUING PROFESSIONAL PLANNING
CONSULTING SERVICES**

THIS AGREEMENT, made and entered into this 16th day of FEB, 2009, by and between *Land Design Innovations, Inc. (LDI)* 140 North Orlando Avenue, Suite 295, Winter Park, Florida 32789 and the *CITY OF MAITLAND, FLORIDA (CITY)*, identified herein, provides for the professional services described under Item 2 of this Agreement.

CLIENT: City of Maitland

ADDRESS: 1776 Independence Lane
Maitland, Florida 32751

CONTACT PERSON(s): Jim Williams, City Manager and Verl R. Emrick, Executive Director Maitland CRA

TELEPHONE NO.: (407) 539-6220 and (407) 539-1255, respectively

1. DESCRIPTION OF PROJECT: Professional Consulting Planning services for the City of Maitland, Florida.

2. DESCRIPTION OF PROFESSIONAL SERVICES: The CITY does hereby retain LDI to furnish professional services and perform those tasks to include but are not limited to and are generally described as, professional planning consulting activities, conduct of specific planning studies related to implementation of the Downtown Maitland Revitalization Plan, assist with such CRA administrative activities as may be specified and as further described in Attachment "A", Scope of Services, attached hereto and by reference incorporated herein.

3. TERM: This Agreement shall take effect on February 1, 2009, and shall run for a period of two (2) years, expiring on February 28, 2011, and may be renewed, upon renegotiation, for successive periods not to exceed two (2) years each.

4. COMPENSATION: The CITY agrees to compensate LDI for the professional services called for under this Agreement in accordance to the budget accompanying each Scope of Work, as it may be amended, based on the attached Hourly Rate Sheet (Attachment "B" LDI Hourly Rate Schedule). Additional work items may be approved by the CRA Board from time to time during the contract period with the compensation being computed on an hourly basis and / or an agreed upon unit price for the task(s) to be accomplished. Funds budgeted for this contract shall be based on authorization by the City and availability of funds on a task by task, and work item by work item basis.

5. **INSURANCE:** LDI shall maintain Workers' Compensation insurance and employer's liability, and comprehensive automobile liability (bodily injury and property damage) insurance. Upon request, **LDI** will provide insurance certificates to the **CITY**.

6. **ASSIGNMENT:** This Agreement is binding upon and will inure to the benefit of the **CITY** and **LDI** and respective successors and assigns. Except as provided herein, neither party may assign its rights or obligations hereunder without the prior written consent of the other party.

7. **SUSPENSION, TERMINATION, CANCELLATION OR ABANDONMENT:** In the event the project described in Attachment "A", Scope of Services, or the services of **LDI** called for under this Agreement, is/are suspended, canceled, terminated or abandoned without cause by the **CITY**, and/or **LDI**, each shall be given thirty (30) days prior written notice of such action and shall be compensated for the professional services provided up to the date of suspension, termination, cancellation or abandonment in accordance with the provisions of the Agreement, including reimbursable expenses.

8. **CONFLICTS OF INTEREST:** **LDI** agrees to not engage in any service or project which directly conflicts with any of the interest of the **CLIENT**. In the event there is such conflict, the **CITY** may terminate the Agreement pursuant to Paragraph 6.

9. **REUSE AND OWNERSHIP OF DOCUMENTS:** All data, inputs, analytical reports, contract documents and other work products that shall result from the professional lobbying services as part of this Agreement shall become the property of the **CITY** and shall be delivered to the **CITY** as requested. The **CITY** may use all data and products for purposes deemed appropriate by **CITY** for the business of the **CITY**.

10. **CONFIDENTIALITY CLAUSE:** To the extent that it is not in conflict with Chapter 119, F.S., **LDI** shall not release any data or information developed as part of this Agreement except to designated representatives of the **CITY**, until the final product is accepted and approved by the **CITY**.

11. **VALIDITY:** If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the provision declared invalid or unenforceable shall continue as to the circumstances.

12. **AMENDMENTS:** This Agreement may not be amended except by written amendment signed by both parties.

13. **DISPUTE RESOLUTION:** In the unlikely event of any dispute, difference, claim or counterclaim between **LDI** and the **CITY** arising out of or in connection with this Agreement, which cannot be amicably resolved by the parties through good faith negotiations, any such matter, prior to litigation, shall be submitted to mediation by a mediator, certified by the Supreme Court of the State of Florida, that is mutually agreeable to both parties, if such mediation is unsuccessful, the parties agree that venue shall lie in Orange County, Florida for any subsequent litigation. Any attorney's fees

incurred as a result of litigation of this Agreement shall be awarded to the prevailing party.

14. ENTIRETY OF AGREEMENT: This writing embodies the entire Agreement and understanding between the parties hereto, and there are no other Agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing signed by both parties hereto.

15. GOVERNANCE: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

16. NOTICES: Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for the giving of notice, to wit:

For the CITY:

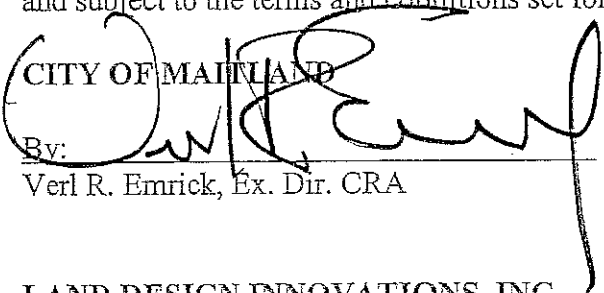
Executive Director, Maitland CRA
1776 Independence Land
Maitland, FL 32751

For LDI:

Tracy L. Crowe
Land Design Innovations, Inc.
140 N. Orlando Avenue, Suite 295
Winter Park, FL 32789

IN WITNESS WHEREOF, this Agreement is accepted on the date written above and subject to the terms and conditions set forth above.

CITY OF MAITLAND

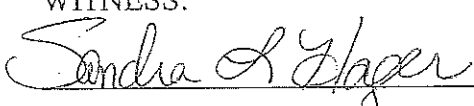
By: 
Verl R. Emrick, Ex. Dir. CRA

WITNESS:

LAND DESIGN INNOVATIONS, INC.

By: 
Tracy L. Crowe, President

WITNESS:



ATTACHMENT "A": SCOPE OF SERVICES

- At the direction and approval of the City, LDI will provide the following professional services, to include, but not be limited to:
- Preparation of the Annual CRA Report and other Reports, Special Studies and Evaluation as directed by the City of Maitland's CRA Executive Director;
- Prepare updates and revisions to CRA specific documents including, but not limited to, The Downtown Maitland Redevelopment Plan (DMRP), the Downtown Maitland Pattern Book (Design Guidelines), and other CRA specific documents as directed by the City of Maitland's CRA Executive Director;
- Preparation, facilitation and presentation of special workshops, community forums, planning charrettes and other community functions as directed by the City of Maitland's CRA Executive Director;
- Evaluation of potential development projects within the CRA, including evaluation of project's financial impact upon the City, potential Tax Increment Fund generation as a result of the project, demand for City services, transportation impact, compatibility with adjacent development, and compatibility and consistency with the City's stated redevelopment objectives and long term vision;
- Preparation of 3-D Modeling products for evaluation of potential development projects within the Maitland CRA as directed by the City of Maitland's CRA Executive Director;
- Preparation, development and presentation of Project Schedules, Development Agreements; Incentive Proposals; Project Summaries and other documents as directed by the City of Maitland's CRA Executive Director;

- Prepare applications, reporting documents and forms, evaluation and monitoring of grant applications and awarded grants as directed by the City of Maitland's CRA Executive Director; and
- Any other professional consulting or planning service as needed and directed by the City of Maitland's CRA Executive Director.

ATTACHMENT "B": PUBLIC FEE SCHEDULES

SBE Funded Rates PROFESSIONAL SERVICES 2009 FEE SCHEDULE	
Land Planning, Economic Development and Transportation	Standard Rate
Expert Witness	\$258
Principal	\$171
Director	\$107
Project Manager/Senior Planner	\$100
Transportation Director	\$161
Transportation Engineer	\$107
Planner III	\$91
Planner II	\$80
Planner I	\$70
GIS Program Analyst/Researcher	\$70
Landscape Architecture	
Principal Landscape Architect	\$171
Senior Landscape Architect	\$102
Landscape Architect III	\$91
Landscape Architect II	\$80
Landscape Architect I	\$70
Landscape Architect Intern	\$60
Civil Engineering	
Principal Engineer	\$171
Civil Engineer Director	\$139
Senior Civil Engineer	\$129
Project Engineer	\$97
Lead Designer	\$91
Administrative Support	
Creative Designer	\$65
Clerical/Word Processing	\$60

Note: This contract will be billed hourly based upon the above rates.