

## ***FIRST AMENDMENT***

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**THIS IS A FIRST AMENDMENT TO THE AGREEMENT** dated the \_\_\_\_\_ day of \_\_\_\_\_, 2016, between:

**CITY OF POMPANO BEACH**, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "CITY,"

and

**LAMBERT ADVISORY, L.C.**, a Florida Limited Liability Company, having its office and place of business at 1201 Brickell Avenue, Suite 400, Miami Florida 33131, hereinafter referred to as "CONTRACTOR."

**WHEREAS**, the parties entered into a Service Contract for the purpose of providing for an assessment of the city's subsidized housing inventory and market-rate housing analysis on December 21, 2015, ("Original Agreement"), and approved by City Resolution No. 2016-82; and

**WHEREAS**, the CONTRACTOR has requested and CITY has agreed to revise the term of the Original Agreement for six months, ending June 21, 2017.

### **WITNESSETH:**

**IN CONSIDERATION** of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and BOARD agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.
2. The Original Agreement effective December 21, 2015, a copy of which is attached hereto and made a part hereof as Exhibit "A," shall be extended for an additional six months, ending June 21, 2017.

3. All terms, covenants and conditions contained in the Original Agreement, with the exception of the provision for the extension, hereinabove, shall remain unchanged, and the parties agree to keep, observe and perform all covenants and conditions contained herein.

4. This Agreement shall bind the parties and their respective executors, administrators, successors and assign and shall be fully effective as though the extension had been originally included in the Agreement.

**IN WITNESS OF THE FOREGOING**, the parties have set their hands and seals the day and year first above written.

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_

By: \_\_\_\_\_  
LAMAR FISHER, MAYOR

\_\_\_\_\_

By: \_\_\_\_\_  
DENNIS W. BEACH, CITY MANAGER

Attest:

\_\_\_\_\_  
ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved by:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND**, City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

**"CONTRACTOR":**

Witnesses:

**LAMBERT ADVISORY, L.C.**  
a Florida Limited Liability Company

Susana Siman  
Print Name

By: Paul Lambert

Paul Lambert  
Typed or Printed Name

Eric Liff  
Print Name

Title: Managing Principal

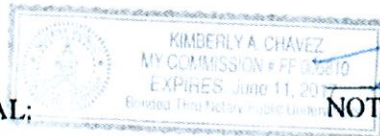
(SEAL)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 24 day of November, 2016, by Paul Lambert as Managing Principal of LAMBERT ADVISORY, L.C., a Florida Limited Liability Company on behalf of the company. He/she is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL;



Kimberly A. Chavez  
NOTARY PUBLIC, STATE OF FLORIDA

Kimberly A. Chavez  
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

MEB/jrm  
11/21/16  
l:agr/2017-165

## SERVICE CONTRACT

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**THIS AGREEMENT** is made and entered into this 21st day of December, 2015, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and Lambert Advisory, LC, a Florida limited liability company, hereinafter referred to as "Contractor."

**WHEREAS**, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

**WHEREAS**, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

**NOW, THEREFORE**, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. **Contract Documents.** The Contract Documents consist of this Agreement; Exhibit "A" – Scope of Work; Exhibit "B" insurance requirements; Exhibit "C" Request for Proposals E-43-15 and Contractor's proposal; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. **Purpose.** City hereby contracts with Contractor to provide a detailed assessment of the City's subsidized housing inventory and market-rate housing analysis to assess the City's strategy for meeting its economic and redevelopment goals (response to RFP E-43-15) and the impact of the inventory on the City's redevelopment and economic goals upon the terms and conditions herein set forth

3. **Scope of Work.** Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work), attached hereto and by reference incorporated herein and made a part hereof. Scope of Work shall also include all attachments included with the response to RFP E-43-15 (included with Exhibit "C").

4. **Term of Contract.** This Contract shall be for a term of one (1) year or less beginning with the date this Contract is fully executed by both parties.

5. **Renewal.** This contract is not renewable.

6. **Maximum Obligation.** City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows:

**Payment not to exceed \$146,000.**

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted on a monthly basis based on completed work, and are subject to the completion of deliverables outlined in Phase I, II and III of the Exhibit A - Scope of Work.

9. Payment. All payments by the City shall be made after the service has been provided and approved by the City. All invoices shall be submitted to the City for approval and authorized payment will be issued within forty-five (45) days of submittal. Work in dispute will not be paid until resolved.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

**If to Contractor:** Lambert Advisory, L.C.  
Paul Lambert, Managing Principal  
1201 Brickell Avenue, Suite 400  
Miami, Florida 33131

**If to City:** City of Pompano Beach  
City Manager  
P. O. Box 1300  
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the City.

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and

performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

**CITY OF POMPANO BEACH**

Sandra M. Norway

By: 

LAMAR FISHER, MAYOR



Shelly R. Bartholmeo

By: Dennis W. Beach  
DENNIS W. BEACH, CITY MANAGER

Attest:

Asceleta Hammond  
ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

Mark E. Berman  
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 21st day of December, 2015 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

Krystal Aaron  
NOTARY PUBLIC, STATE OF FLORIDA



Krystal Aaron  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

**"CONTRACTOR"**

LAMBERT ADVISORY, L.C., a Florida  
Limited liability company

Witnesses:

*Paul Lambert*

Paul Lambert

(Print or Type Name)

*Kenia Lima*

Kenia Lima

(Print or Type Name)

By: *Eric Liff*

Print Name: ERIC LIFF

Title: Principal

Business License No. 65-0752060

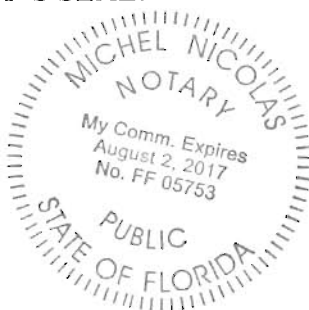
(FEIN)

STATE OF FLORIDA

COUNTY OF Dade

The foregoing instrument was acknowledged before me this 17th day of December, 2015, by Eric Howard Liff as Manager of LAMBERT ADVISORY, L.C., a Florida Limited Liability Company on behalf of the company. He/she is personally known to me or who has produced FI DL (type of identification) as identification.

NOTARY'S SEAL:



NOTARY PUBLIC, STATE OF FLORIDA

*Michel Nicolas*  
(Name of Acknowledger Typed, Printed or Stamped)

FF 05753  
Commission Number

l:agr/genl srvs/service contract

## **Scope of Services**

Pompano Beach is a very diverse city in relation to its housing stock and population base.

While there are areas of significant wealth in the City, with homes and values that compare to or exceed other coastal cities in Broward County, the City also has areas of concentrated deep poverty where there is limited quality housing and/or the price of housing in decent condition is unaffordable to many of the area's residents.

Indeed, other neighborhoods of the City are in transition or are in a position to transition from low income households to a broader mix of households as it relates to income. These neighborhoods face challenges as they evolve given that they require a careful balance between allowing and encouraging market based investment without forcing the wholesale relocation of long term lower income residents.

The overriding goal of the housing assessment and strategy the scope of services of which is outlined is to provide the City of Pompano Beach an understanding of the housing opportunities, constraints, and strategies to realize opportunities and mitigate constraints on a neighborhood-by-neighborhood basis.

Lambert Advisory will provide the following services associated with the housing assessment and strategy.

- **Inventory.** The inventory will determine and analyze both subsidized and market-rate housing inventory at the citywide and neighborhood level, as well as within the CRA boundaries as follows:
  - Identify the location, number of units, income-restriction level (if applicable) and housing typology, and tenure at the neighborhood and census tract level in the City;
  - Identify locations of concentrated substandard housing in the City;
  - Identify clusters of subsidized housing;
  - Evaluate the City's household makeup based upon census and other demographic information to determine the ratio of residents (by neighborhood) which are financially burdened by the cost of quality housing within the City and its neighborhoods; and,
  - Identify the location, amount of units, housing type, and tenure of existing market-rate housing at the neighborhood level.
- **Assessment.** The Assessment will analyze both subsidized and market-rate housing inventory and opportunities for investment at the Citywide and neighborhood level as follows:
  - Develop a market assessment on a neighborhood-by-neighborhood basis to understand the individual housing markets, opportunities for future development and investment at enough depth to be able to tranche the neighborhoods into four broad categories: stable or growing neighborhoods, neighborhoods with greatest potential to realize investment and market rate housing in the near future, neighborhoods at risk of transitioning from historically stable neighborhoods to

- neighborhoods with a growing concentration of lower income households, and neighborhoods which require deep housing subsidies and assistance in order to transition to stable neighborhoods over the longer term;
  - Analyze the impact of the following on citywide, adjacent neighborhood, and urban core's redevelopment and economic goals:
    - Subsidized and/or LIHTC housing clusters; and,
    - Substandard housing
  - Analyze the impact of the following on the future development of market-rate housing in neighborhoods identified as neighborhoods in transition:
    - Subsidized housing clusters; and
    - Substandard housing.
  - Analyze if the existing market-rate housing stock is adequate to support City's economic development goals Determine what type of market-rate housing is needed to support citywide, adjacent neighborhood, and urban core's redevelopment and economic goals;
  - Evaluate the demand for retail and other commercial activity in a prototypical neighborhood under various household income and age of head of household scenarios to understand the relative impact on retail investment and business sales in the neighborhood based upon varying average household income and ages of household member scenarios;
  - Determine to what extent the housing stock of Pompano Beach and its neighborhoods meets the criteria of a wide range of potential residents including young professionals, millennials, empty nesters, and other segments of the population known to gravitate to urban locations;
  - Determine which existing market conditions, city policies and/or regulations are influencing or encouraging the development of LIHTC or other subsidized housing developments in the City;
  - Determine which existing city policies and/or regulations may be discouraging market-rate housing, mixed-use market-rate development, and/or pedestrian-oriented market-rate housing;
  - Identify housing and market barriers or conditions discouraging market-rate housing, mixed-use market-rate development, and/or pedestrian-oriented market-rate housing;
  - Identify housing-related barriers limiting the city's ability to reach its citywide and urban core redevelopment and economic goals;
  - Identify the impacts of Broward County affordable housing requirements (both existing and proposed) on citywide and urban core redevelopment and economic goals; and,
  - Take stock of funding availability for housing and neighborhood investment.
- **Strategy.** Based on the results of the Inventory and Assessment, the Strategy will provide a road map for addressing the city's needs at the Citywide and neighborhood levels:
    - Propose techniques and best practices to achieve the following:
      - Encourage the development of market-rate housing in identified neighborhoods, reflective of the specific type(s) of market rate housing demanded;
      - Improve substandard housing stock, including program identification and prioritization;

- Reduce or balance subsidized or LIHTC housing in identified neighborhoods in transition
- Encourage mixed-income and market rate developments in neighborhoods in transition
- Integrate mixed income housing in a thriving retail-focused commercial area
- Achieve a mix of housing types and incomes to insure the long term sustainability of neighborhoods.
- Identify to what extent Federal, State, County and City programs can best be leveraged to stabilize low income neighborhoods within the City and create the foundation for investment in those neighborhoods which are in transition;
- Propose specific revisions of city policies and/or regulations which negatively impede market rate and mixed income development;
- Profile several Florida and non-Florida cities which have achieved mixed income/mixed use development within their urban core at the time that the areas were in transition (as opposed to adding a limited number of affordable units in a neighborhood of affluent households) and detail the policies and regulations which have allowed them to achieve this mix;
- Based upon the case studies and other data and information, identify the ratio of market to subsidized housing as well as retail and other commercial development which would be long term sustainable. For the purposes of this assessment, sustainable is defined as neighborhoods which are safe and healthy communities and where property values would continue to increase and investment would continue to occur at a pace equivalent to or in excess to the rate of growth or investment in the City at large;
- Recommend strategies to comply with Broward County affordable housing requirements (both existing and proposed);
- Identify activities that help to eliminate housing discrimination, promote economic opportunity, and achieve a diverse, inclusive community; and,
- Work with the City Attorney and City staff to outline strategies which will be lawful and enable policy makers to implement the recommended techniques, revisions and best practices in order to address the city's need and insure that the City is in compliance with its fair housing goals and policies.

### **Tasks/Deliverables**

- **Phase I: Inventory.**
  - Meeting with Staff to refine scope and gain better understanding of RFP and city's economic development goals;
  - Use reputable data sources and on-site examinations;
  - Provide the Inventory in the most visually effective manner;
  - Provide the Inventory in spreadsheets that allow for further analysis by city staff; and,
  - Presentation of Inventory with staff.

- **Phase II: Assessment.**

- Provide the Assessment in the most visually effective manner;
- Provide the Assessment in spreadsheets that allow for further analysis by city staff;
- Presentation of the Assessment with staff; and,
- Public Presentation of the Assessment with elected officials and other policy makers.

- **Phase III: Strategy.**

- Public Outreach for stakeholder input into the Strategy;
- The Strategy should consider immediate needs, 5-year objectives, and 10-year objectives;
- Provide the Strategy in the most visually effective manner;
- Provide the Strategy in a document that allows for further analysis by city staff;
- Presentation of the Strategy with staff; and,
- Public Presentation of the Strategy with elected officials and other policy makers.

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/04/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Advanced Insurance Underwriters, LLC</b> <b>3250 N. 29th Avenue</b> <b>Hollywood, FL 33020</b>	<b>CONTACT NAME:</b> Certificate Department <b>PHONE (A/C, No, Ext):</b> 954-416-9780 <b>FAX (A/C, No):</b> 954-963-9776 <b>E-MAIL ADDRESS:</b> certificateofinsurance@advancedins.com <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hartford Casualty Insurance Co <b>NAIC #</b> 29424 <b>INSURER B:</b> Hartford Underwriters Insurance <b>INSURER C:</b> Nat'l Union Fire Ins. of Pittsb <b>19445</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> <b>Lambert Advisory, LLC.</b> <b>1201 Brickell Avenue, Suite #400</b> <b>Miami, FL 33131</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <input checked="" type="checkbox"/> <b>OCCUR</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> <b>POLICY</b> <input type="checkbox"/> <b>PRO-JECT</b> <input type="checkbox"/> <b>LOC</b>			21SBABP9944SA	07/31/2015	07/31/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> <b>ANY AUTO</b> <input type="checkbox"/> <b>ALL OWNED AUTOS</b> <input type="checkbox"/> <b>SCHEDULED AUTOS</b> <input checked="" type="checkbox"/> <b>HIRED AUTOS</b> <input checked="" type="checkbox"/> <b>NON-OWNED AUTOS</b>			21SBABP9944	07/31/2015	07/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>OCCUR</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <input type="checkbox"/> <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b>						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> <b>N</b> <b>N/A</b> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			21WECGE4342	06/10/2015	06/10/2016	<input checked="" type="checkbox"/> <b>WC STATUTORY LIMITS</b> <input type="checkbox"/> <b>OTHER</b> E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	<b>Professional</b>			BR042873890	04/21/2015	04/21/2016	\$1,000,000/\$10,000 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is included as Additional Insured with respects to the General Liability when requested by a written contract.

APPROVED  
RISK MANAGEMENT

ON: 12-17-15  
BY: JFM

## CERTIFICATE HOLDER

## CANCELLATION

City of Pompano Beach, FL  
 100 West Atlantic Boulevard  
 Pompano Beach, FL 33060

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Advanced Insurance Underwriters, LLC

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**Response to REQUEST FOR PROPOSALS**

**E-43-15**

**SUBSIDIZED HOUSING INVENTORY AND MARKET RATE ANALYSIS TO ASSESS THE CITY'S  
STRATEGY FOR MEETING ITS ECONOMIC AND REDEVELOPMENT GOALS**



*- Prepared by -*

*Lambert Advisory, LLC*

*- Prepared for -*

**The City of Pompano Beach**

*August 25, 2015*

Lambert Advisory, LLC  
Paul Lambert, Managing Principal  
1201 Brickell Avenue, Suite 400  
Miami, FL 33131  
(305) 503 4095



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## Cover Letter of Interest and Transmittal



City of Pompano Beach  
Purchasing Office  
1190 N.E. 3<sup>rd</sup> Avenue, Building C (Front)  
Pompano Beach, FL 33060

**Subject: Response to RFP E-43-15**

August 25, 2015

To the City of Pompano Beach:

Lambert Advisory (Lambert) is pleased to submit this response to the City of Pompano Beach's (City's) Request for Proposal associated with a *Subsidized Housing Inventory and Market Rate Analysis to Assess the City's Strategy for Meeting It's Economic and Redevelopment Goals*.

Our response as attached provides an overview of our team's experience to provide the services the City is requesting, the roles, responsibilities and resumes of professional staff who will participate in the analysis, our approach, and of course, timing and fees to complete the scope of work.

While it has become standard in the consulting industry to say 'we are uniquely positioned' to provide a certain range of services to any given client, we generally try to not use the term 'unique' given the broad range experience of many of our competitors and their staff. However, as it relates to this particular effort for Pompano Beach, we genuinely feel comfortable stating that we are as well positioned as any other group to provide and deliver the range of services the City is seeking. Our confidence is the result of three specific qualities or aspects of our firm and staff.

1. ***Deep Experience Assessing and Structuring Affordable Housing Programs*** - Lambert has long experience providing affordable housing analysis and support to public agencies at the local and federal levels for nearly two decades. As an example, over the past five years we analyzed, structured and prepared highly competitive, and ultimately successful, federal grant applications (NSP2 and Choice Neighborhoods) for the Tampa Housing Authority and Banc of America CDC which have resulted in the award of \$68 million dollars to public housing redevelopment efforts. We are currently working with the City of Tampa and Tampa Housing Authority to prepare the market assessment, master plan, and second Choice Neighborhoods application associated with another 682 unit public housing redevelopment in the City. On a national level, Lambert served as the primary consultant to Harvard University Public Housing Operating Cost Study over a period of three years. The study formed the basis for an entire overhaul by Congress of a 30 + year old public housing operating cost formula and more recently provided the foundation for HUD's highly subscribed RAD demonstration program which has turned public housing capital funding on its head by allowing housing agencies to fund capital

improvements by leveraging the private financial markets. Needless to say our work in the affordable housing arena has allowed us to work at a micro level with every major federal or state affordable housing initiative from Low Income Housing Tax Credits to the structuring of public/private ventures which maximize the leverage of state and federal funding for the production and preservation of affordable housing.

2. ***Substantial South Florida Market Rate Housing Evaluation Experience*** – Lambert, headquartered in Miami, is one of the leading providers of housing market analysis on behalf of municipalities and private developers in South Florida. Over the past three years we have provided housing analysis on behalf of the cities of Fort Lauderdale, Hollywood, Margate, Davie, and Port St. Lucie, as well as for housing agencies such as Neighborhood Housing Services of South Florida. We also have provided housing market analysis over the past several years to a variety of major developers including Cornerstone Group, Sobel Companies, Swerdlow Group, and Macken Realty.
3. ***Experience in and Knowledge of Pompano Beach Economic Development Programs and Policies*** – Because the City is seeking to understand how housing production and preservation at all price points fits into the broader economic and development objectives of the City, we believe there is inherent value in our experience advising the City since 2009 on a variety of economic development initiatives. Our work includes the first economic development strategy developed for the City in 2009 as well as its update last year, serving as the outside consultant to the Mayor's Stimulus Task Force in 2010, providing a variety of economic advisory services to various City departments including evaluations of the repositioning of the City's amphitheater, cemetery, pier, and marina among others. Our broad experience working with the City and its departments as well as CRA will allow us to make recommendations which are reflective and balanced by of a deep appreciation of the City's broader economic and strategic development policy objectives.

Overall, we appreciate the opportunity to submit this response and to have a chance to continue to serve the City of Pompano Beach. We are available at your convenience to discuss and answer questions associated with our approach, experience, timing and fees further.

I will serve as the main point of contact for this effort and can be reached at my direct number 305-503-4095 or via email at [plambert@lambertadvisory.com](mailto:plambert@lambertadvisory.com)

Sincerely,



Paul Lambert  
Managing Principal

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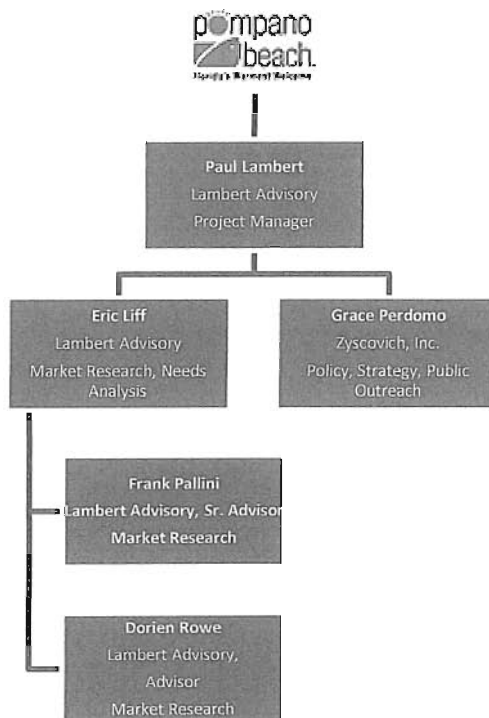
## Statement of Skills and Experience of the Project Team Members

Lambert Advisory has built a diverse client base, providing a broad range of economic and housing advisory services throughout the world. Our clients – developers, government agencies, multinational corporations, and not-for-profit organizations – seek and return to us for many reasons: the consistent quality and breadth of our knowledge, high level of senior staff involvement in our projects, fresh perspective, and ability to get all necessary parties engaged and focused on the opportunities a specific project presents.

As detailed within the following sections of this proposal, the members of our senior management team have diverse backgrounds, ranging from public/affordable housing strategies for public entities to residential (for-sale and rental) feasibility and financial analysis for private developers.

Lambert Advisory will oversee the housing strategy engagement from its principal place of business in Miami, Florida. Grace Perdomo, a senior associate with Zyscovich, Inc., will support Lambert with policy, housing strategy, and public outreach efforts. The team will be readily available to the City of Pompano Beach on an as needed basis.

The team will be organized as illustrated in the following organization chart:



Based upon the qualifications and experience of the Lambert team members (both individually and collectively), we believe our team is particularly well-qualified to successfully provide the scope of work

established within the Request for Proposals. Specific to housing strategy engagements, the consultant team is prepared to provide the following:

- Comprehensive economic and demographic research, analysis and projections;
- Substantial in-field market research and, specifically, public and private housing inventory analysis (both for-sale and rental);
- Public outreach and communication with key resident and community stakeholders;
- Participate in meetings/presentations with the City and its personnel assigned to the Housing Strategy; and,
- Strategic insight into housing policy and development opportunities aimed at improving the quality of life for the entire Pompano Beach community.

Based upon the scope of services outlined within the RFP, the work needed to effectively complete the Housing Strategy will require substantial commitment from the Lambert Advisory team. For this, Lambert commits to designating the necessary resources needed for each component of the Housing Strategy engagement. Our assurance to staff commitment among all levels is a priority of the firm.

Following is a profile of key personnel that will be directly involved in the Housing Strategy.

**Paul Lambert*****Managing Principal, Lambert Advisory LLC***

Paul Lambert founded Lambert Advisory in 1995, and his firm has provided corporate, not-for-profit, and governmental clients with a wide range of real estate advisory services since its inception. Mr. Lambert is an expert in market, financial, strategic and impact analysis related to public/affordable housing and community development.

Prior to starting Lambert Advisory, Lambert was with Arthur Andersen LLP and Goodkin Research Corporation where he was senior member of the firms' South Florida and Latin America real estate economic practice.

Some of Mr. Lambert's clients over the past several years have included Samsung Corporation, The Queen Emma Foundation, University of Pennsylvania, Harvard University, and the Cities of Tampa, New York and New Orleans. Between late 2005 and early 2007, Lambert served as the co-manager of a large scale post-Katrina neighborhood rebuilding planning process on behalf of the City of New Orleans.

Mr. Lambert continues to advise a number of cities throughout the United States with regard to their housing and community development programs and was a contributing author of "Public Housing Asset Management: A Handbook for Local Government" published by the Community Development Training Institute. He also served as a principal consultant to Harvard University's Public Housing Operating Cost Study and was the City Council of New Orleans' advisor related to its negotiation with HUD around the Housing Authority of New Orleans' Long Range Master Plan.

Mr. Lambert was responsible for the 2004 Central Park Village HOPE VI application which fell short by one point for the award that year and managed the successful \$38 million NSP2 application which the THA in conjunction with the City of Tampa and Banc of America CDC submitted to HUD for funding.

Mr. Lambert holds a BA from Miami University in Ohio. As an undergraduate matriculated at the London School of Economics, and graduated from the Massachusetts Institute of Technology, where he received a Master degree in City Planning.

**Grace Perdomo**  
***Zyscovich, Inc.***

Grace Perdomo is an architectural and urban designer with more than 15 years of extensive mixed-use, urban redevelopment, master planning and grant writing experience. Ms. Perdomo oversees a diverse practice centered on neighborhood and community revitalization and mixed-use higher density urban infill projects for Zyscovich, Inc. Ms. Perdomo's commitment to sustainable urbanism forms the cornerstone of her practice.

Ms. Perdomo has led numerous community planning efforts which have addressed social, economic, environmental, political, and physical issues. She has worked with public, private and non-profit



organizations to create and implement sustainable, mixed-use / mixed-income communities through the use of innovative participatory processes and design tools that engage community participants as active decision-makers in neighborhood-building.

Over the past twelve years Ms. Perdomo has assisted communities in developing plans for the revitalization of former public housing sites in a number of cities across the country. Through HUD's HOPE VI program, Ms. Perdomo has led the design, planning, and preparation of more than eight successful HOPE VI grant applications for the redevelopment of inner city communities including Tampa, FL; Camden, NJ; Wilmington, NC; Chattanooga, TN; Columbus, GA; Birmingham, AL; Chicago, IL; Charlotte, NC and most recently, the successfully awarded 2010 Choice Neighborhood Planning grant application for Albany, GA. These efforts have brought some \$380 million in federal grant funds to those cities and represent over \$1.5 billion dollars of current and/or proposed investments in cities across the U.S.

**Eric Liff**

***Principal, Lambert Advisory***

Eric Liff has over 20 years of experience providing advisory services to government agencies, financial institutions, and corporations both domestically and internationally. Prior to joining Lambert Advisory as a Principal in 1999, Mr. Liff was responsible for acquisition and development activity at WorldStar Resorts, an entity of Starwood Capital. His primary responsibilities included corporate and/or asset identification, deal structuring, due diligence and strategic positioning.

Before joining WorldStar, Mr. Liff provided real estate advisory services for two Big 5 accounting firms, servicing some of the largest real estate and hospitality firms and investment banks in the United States and Caribbean. As a Manager in the Real Estate Consulting Group of KPMG Peat Marwick and a Senior Consultant with the Real Estate Consulting Group of Arthur Andersen LLP, Mr. Liff was actively involved in acquisition, disposition, and underwriting engagements for firms such as CS First Boston, Morgan Stanley, Prudential, and Heller Financial. Additionally, Mr. Liff has managed a number of major workout transactions and litigation related support engagements.

Mr. Liff earned his Bachelor of Science degree with a concentration in real estate management and development at the University of Southern California in 1990. He is a member of the Urban Land Institute (ULI) and has been an active participant in the American Resort Development Association (ARDA).

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## **Statement of Skills & Experience of the Project Team**

There are several elements to the Lambert team's composition which provide the City of Pompano Beach with a high degree of confidence that the team can provide the services called for in the RFP in a timely manner. These include:

- All senior staff members of the team have a long track record working with cities and housing authorities around economic development and housing strategies. Lambert Advisory has completed more than 20 city-wide, neighborhood, and/or corridor economic development strategies during the past ten years. These have been prepared for some of the largest municipalities in the State including Miami, Fort Lauderdale, Pompano Beach, West Palm Beach, Tampa, Orlando, and Jacksonville. Recently, Lambert Advisory, together with Grace Perdomo, jointly prepared the ultimately successful Encore NSP2 grant application in 2009 and Choice Neighborhoods Grant in 2012 and continue to provide monitoring services and support to the THA related to NSP2 and Choice Neighborhoods;
- There is no learning curve. The team is intimately familiar with the City of Pompano and have been directly involved in numerous economic and redevelopment strategies for both the City and its Community Redevelopment Agency;
- The team is likewise intimately familiar with the City of Pompano housing market and economy. Lambert was engaged by the City of Pompano Beach (City) to develop an economic development strategy and budget parameters for implementing the strategy. The strategy was intended to provide the identification, research and analysis of critical factors guiding the City's economic development strategy focusing on key elements including but not limited to: targeted industries; data gathering/dissemination; marketing; communication; job linkage; regulatory management; incentives; and job creation.
- While team members have been involved in scores of economic development and housing strategies, along with grant funding proposals and implementation efforts, we have a proven track record of completing our work on time and on budget. We strongly urge the City to confirm our firm's commitment to project management and Client services.

Our past track record provides the highest level of confidence required for the provision of these most important services to the City.

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## Proposed Project Approach

## A. Introduction

Pompano Beach has long had a fluid and relatively affordable housing market. From the higher priced housing options in the coastal areas to the more affordable single family and rental properties to the west, the Pompano Beach market has generally served the needs of a wide range of income levels.

However, despite the greater Pompano Beach market's ability in the past to serve a wide range of income levels, the City is seeking to understand how to encourage a balanced mix of subsidized and market-rate housing development that is aligned with the City's broader economic development goals. Particularly, as it relates to strategic housing initiatives within or immediately surrounding some of the key corridors and neighborhoods that have been the focus of redevelopment, including but not limited to US 1, Northwest CRA, East CRA, Atlantic Boulevard Overlay District (AOD), and Downtown Pompano Beach Overlay District (DPOD).

As part of the housing and economic development strategies, we will examine these factors and analyze other factors that bifurcate the market by price points and rent levels as well as identify how future trends are likely to change the housing market dynamics in Pompano Beach over the several years, with specific focus of low and moderate income families and households. Eventually, we will use this analysis to define the segment and scale of housing supply and demand among these sectors in Pompano Beach, and understand the level of demand that has not been served by the market and therefore will require some form of assistance or support.

The springboard for our analyses will be the base of data published in previous reports and studies, including, all of the housing studies and programs, Comprehensive Plan, Zoning Code, Strategic Plan, and numerous CRA documents, reports and studies.

The overall goal of the housing needs assessment and market study will be to:

- Develop an understanding the changing dynamics in the market and how these changes have impacted affordable housing needs and market rate housing demands in the region;
- Assess current strategies developed by and for the City of Pompano Beach and Broward County for meeting housing needs and demands including successes and hurdles to realizing strategy objectives;
- Determine estimates of future housing needs and demands among a wide range of income cohorts based on projections of growth among those factors influencing demand, most notably employment and population; and,

- Expand upon existing strategies and/or identify additional strategies for meeting affordable housing shortfalls and minimizing gaps between demand and supply.

The following proposed scope of work provides insight into some of the methodology and resources we will employ to address what the City of Pompano Beach has outlined as the primary tasks for the Housing Strategy and related economic development initiatives.

## B. Methodology and Approach

### *Phase 1: Inventory*

#### Economic/Demographic & Related Trend Analysis

At the outset, we will develop an economic and demographic overview of the City of Pompano Beach and the surrounding Broward County region. This will include an analysis that is directly targeted to determine how demand for housing in the future will be driven by existing or emerging trends. To the extent possible we try to define these trends by sub areas throughout the Study areas (TAZ's, planning areas, etc.)

- Total employment and unemployment trends
- Employment trends by sector and average wage;
- Population trends and projections by age;
- Migration trends by location and income profile;
- Household trends and projections by household type/tenure (renter vs. owner, head of household, size of household, children);
- Housing structure mix and characteristics (single family, multi-family, manufactured, vacant units by type, year built, substandard etc.);
- Income trends and projections by income cohort and households including age, race and ethnicity of householders;
- Compared existing trends in the City of Pompano Beach and the County with state and national trends as well as trends among select metropolitan areas in Florida.

The demographic analysis will provide a basis for determining the extent of housing demand as well as future demand and needs by income group. This will be used to compare to the housing market analysis to be completed in other tasks. The primary source of data will be from US Census including the American Community Survey, the US Bureau of Labor Statistics, US Bureau of Economic Analysis, Florida Department of Economic Opportunity (FDEO), University of Florida Bureau of Business Research (BEBR), UF Shimberg Center for Housing Policy, Broward County Planning Department, and the City of Pompano Beach.

## Housing Analysis (Existing Conditions)

The housing market analysis will allow us to determine those income groups being served (or not served) by the housing market, including extremely-low, very-low, low and moderate income groups as well as special needs groups (elderly, mentally and physically disabled). This analysis will be for the City of Pompano Beach, and to the extent possible, sub-areas within the City.

- Production Activity for single family, multi-family, mobile homes, etc., based on a trend analysis of:
  - Building permit trends
  - Certificates of Occupancy
  - Planned projects and projects in the pipeline
  - Land use code and build-out projections
- Supply Analysis
  - Available inventory of “for-sale” homes (single family, multi family, mobile homes by price distribution including market-rate, workforce/affordable and low income
  - Breadth and depth of sub-prime lending and foreclosures in the market.
  - Available inventory of rental housing by type (market-rate, low income, tax-credit, etc.) covering vacancy/occupancy levels, rent levels, floor plans (bedroom and size)
- Demand Analysis
  - Trends analysis of new and existing home sales by price band,
  - inventory of “for-sale” homes (single family, multi family, mobile homes by price distribution including market-rate, workforce/affordable and low income
  - Breadth and depth of sub-prime lending and foreclosures in the market.
  - Available inventory of rental housing by type (market-rate, low income, tax-credit, etc.) covering vacancy/occupancy levels, rent levels, floor plans (bedroom and size)
  - Housing conditions among both market rate and affordable, as well as identify substandard, vacant homes by type (i.e. for-sale, second homes, substandard, etc) and identify constancies or inconsistencies that may impact future housing
- Field work research to collect data from select new for-sale developments as well as existing re-sales in the market including: price points, unit size and type, and scale and sales pace of development.
- Field work research to will collect information for a wide variety of rental properties, including large and small developments, low-income, subsidized and tax credit to determine: unit mix

size, occupancy rates, rental rates by unit type, required deposits, renter profiles, year built, and quality of product.

Based upon the information collected in both the demographic and market analysis we will be able to define the extent of the current “gap” in the housing market that is not being served. Based upon trends and projections we will also gain a perspective on how this gap will evolve over the next decade.

Our primary sources of data for this section of the study will include but not be limited to: the US Census including the American Community Survey, city and county government departments, including planning, building, code enforcement, community and economic development as well as the Broward County Property Appraiser for information on sales and values. Other sources would include, local builder’s associations/organizations, chambers of commerce, and the local board of realtors.

#### *Phase II: Assessment*

As set forth within the RFP, the consultant is to provide the City with its assessment of the inventory/existing conditions analysis in an effective manner, including documentation and presentation that clearly identifies the research and findings. As part of this process, we will:

- Meet with representatives of the City to discuss the inventory analysis, and correlate the finding with the City’s current planning initiatives.
- Deliver a comprehensive overview of housing conditions among both market rate and affordable, as well as identify substandard, vacant homes by type (i.e. for-sale, second homes, substandard, etc) and identify constancies or inconsistencies that may impact future housing.
- Provide an assessment of the extent to which the market serves people at different income levels and special needs group. As part of this process we will:
  - Identify HUD benchmarks for median income, extremely-low, very low and low income buy size of household/family in the study areas, as it relates to including “affordable” for-sale housing and fair market rents,
  - Survey housing providers including private sector builders, realtors and public sector housing organizations to obtain input on significant existing or projected gaps in capacity,
  - Identify gaps between supply and demand of housing for low-income and special needs groups by type, tenure, price/rent levels and location of significant gaps
  - Prepare map overlays showing concentrations of low-income and special needs groups in the study areas as well the locations of gaps in supply and demand of housing for these groups, and,



- Locate strategic sites that may be integral to either short-term or long-term housing planning, including an overview of publicly held land suitable for mixed-income multi-family housing.

This task may help to define the scale of the backlog of investment that may be required to bring existing market-rate and/or affordable housing to specific areas of the market.

### *Phase III: Strategy*

Based upon the tasks outlined above, we will prepare a Housing Strategy with the objective of determining immediate (5 year) and projected (10 year) needs. Importantly, the housing strategy will provide the City of Pompano Beach with the tools necessary to identify barriers and develop a set of directed strategies for broadening affordable housing options in the City and specific study areas. Some of these strategies may be based upon the nature of current housing funding and production programs and the market. Some of the key components to the final phase of the housing strategy will be to:

- Ensure that the consulting team has adequately conducted and maintained public outreach, and that the stakeholders input has been integrated into the strategic plan;
- Identifying opportunities and programs aimed at supporting market rate and affordable housing, including opportunities for encouraging mixed income and market rate developments;
- Creating strategies for integrating subsidized housing within vibrant commercial corridors and supporting applicable retail to housing ratios;
- Identify new financing and funding strategies given the flexibility of existing and proposed funding programs and sources;
- Define housing programs and efforts which addresses the “gap” in funding which is faced by families across the income spectrum; and,
- Provide a strategy for lowering the hurdles associated with combining funding sources to best meet the unique housing needs in the region.

Importantly, the housing strategy aims to comply with Broward County’s affordable housing requirements. Furthermore, the housing strategy will involve considerable public outreach and consistent interaction with the City and its staff.

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## **Project and Team Coordination**

As set forth within the Project Approach above, the housing strategy will be conducted in within distinct phases of work. However, it will be important for both the consulting team and the City to maintain communication throughout the process, which we propose to be done through a combination of Status Memorandums and/or City/Consultant team meetings. A detailed schedule of status updates, presentations, meetings and reports will be established as part of the engagements “kick-off” stage.

Paul Lambert will serve as the Project Manager and will be directly involved in the coordination and facilitation of all necessary communication with the City and the housing strategy staff. Paul will manage the consulting team in terms of setting forth the objectives and goals for each phase of work. Importantly, he will also be present at all required public meetings, presentations and internal team meetings.

Eric Liff will be responsible for overseeing the day to day research and analysis, as well as direct participation in presentations, reports and other documentation. Eric will attend all necessary meetings with City staff, presentations, and public meetings.

Grace Perdomo will be instrumental in providing policy, regulatory, and housing program oversight required as part of the housing strategy work plan. Importantly, Grace will be the key point person for preparing and conducting the public outreach process.

Frank Pallini and Dorien Rowe will be primarily dedicated to the field research and analysis, particularly during the existing conditions and inventory data collection phases.

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## Office Description

The Housing Strategy study will be managed and operated through Lambert Advisory which is based in Miami, FL. Lambert Advisory has five full time staff, including one administrative personnel. The firm also has two independent contractors on call to assist with data collection as needed – and will be introduced and vetted by the City’s staff as required.

Additionally, Grace Perdomo with Zyscovich, Inc. will be engaged on this assignment as a sub-consultant. The Lambert consulting team will have utilization of Zyscovich’s Miami office for the preparation of presentations, public outreach material and reports.

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## Relevant Past Performance

Lambert Advisory and Grace Perdomo have a long and successful history of working together on providing housing and economic development strategies for various municipalities, housing authorities, and/or economic development agencies throughout South Florida, the State, and the US.

Specific relevant experience for this effort includes the following:

**City of Pompano Beach (FL)**

***Mayor's Stimulus Task Force***

Lambert Advisory served as the advisor through late 2009 and into early 2010 to the Mayor's Stimulus Task Force charged with identifying ways through which the City could more rapidly expend over \$90 million in capital and federal CDBG, NSP, and HOME funds which were held by or available to the City. The recommendations were developed and conditioned upon all federal, state and local regulations associated with the expenditure of those funds.

**City of Pompano Beach (FL)**

***City-wide Economic Development Strategy***

Lambert Advisory was engaged by the City of Pompano Beach (City) to develop an economic development strategy and budget parameters for implementing the strategy. The strategy was intended to provide the identification, research and analysis of critical factors guiding the City's economic development strategy focusing on key elements including but not limited to: targeted industries; data gathering/dissemination; marketing; communication; job linkage; regulatory management; incentives; and job creation. Based upon these core strategic factors, Lambert concluded the analysis with insight into how the various strategic options are implemented including an understanding of the division of labor between the major economic development operators such as the City, Economic Development Council (EDC), and Chamber of Commerce, and as well as an outline of staffing and budget recommendations.

**City of Davie (FL)**

***Comprehensive Plan – Housing Element: Data, Inventory and Analysis Report***

Lambert Advisory, under a contract with Calvin Giordano & Associates, recently completed its scope of work associated with an update to the Town of Davie Comprehensive Plan: Chapter 5. Housing Element - Data, Inventory and Analysis Report (completed in 2008 and referred to herein as *2008 Housing Element*). Specifically, Lambert's tasks for the update to the 2008 Housing Element are primarily intended to: update all economic/demographic tables detailed within; document the Town's currently available stock of affordable housing (by income category); identify the housing which can be expected to support affordable housing needs over the next 10 years; and assess the level of affordable housing for the Town of Davie deemed sufficient to support very low, low, moderate and workforce levels of affordability.

**Neighborhood Housing Services of South Florida (Miami, FL)*****Housing and Redevelopment Strategy for the N.W. 79<sup>th</sup> Street Corridor CRA***

Lambert Advisory (Lambert) was recently engaged by Neighborhood Housing Services of South Florida (NHSSF) to provide a real estate market analysis of the N.W. 79<sup>th</sup> Street CRA's Target Market Area (referred to herein as the CRA Target Market Area). Specifically, the key objectives of the analysis were to evaluate the economic, demographic and real estate market conditions within the CRA Target Market Area, to determine the potential demand for residential and retail uses during both the short and longer term, as well as make recommendations of how NHSSF and their partners in government could hasten the revitalization of the area. Accordingly, the study aimed to help guide strategic redevelopment and investment initiatives within the CRA Target Market Area. For this, the analysis highlighted notable challenges that will need to be mitigated in order to effectuate the redevelopment effort.

**Columbus Consolidated Government (Columbus, GA)*****City Village Master Plan - Economic Assessment, Implementation and Funding Plan***

Lambert Advisory, together with Zyscovich Inc., is currently working on a strategic plan for City Village, an economically challenged neighborhood within the City of Columbus, GA. The effort encompasses an analysis of existing conditions, market analysis, land use analysis, and related issues to gain insight into the market and regulatory dynamics affecting the study area. A key objective of the analysis is an assessment of affordable housing, its financing, and integration with market elements that is absolutely critical to ensure that the maximum leverage of affordable product is achieved with a balanced mix of market rate housing. Furthermore, the Master Plan process involves significant public outreach including 3 separate multi-day public workshops among a diverse group of residents, business owners, governmental agencies, private sector industry representatives, historic preservationists, and civic associations.

**Tampa Housing Authority (THA) (Tampa, FL)*****Choice Neighborhoods Implementation Grant***

Lambert Advisory, as the Prime Consultant, coordinated and wrote the successful \$30 million application to HUD for Choice Neighborhood Initiative Grant funds. The firm worked with Tampa Housing Authority (THA), Banc of America CDC, and City of Tampa staff to develop the strategies that emphasized a comprehensive approach to revitalizing neighborhoods by considering the totality of a community with regard to health, safety, education, jobs and quality housing in mixed-income neighborhoods. The Encore was one of four developments nationwide to be awarded the grant in a highly competitive process.

**Jacksonville Economic Development Commission (JEDC) (Jacksonville, FL)*****Urban Core Housing Plan/Downtown Workforce Housing Strategy***

Lambert Advisory recently completed a housing strategy for Jacksonville's "urban core," which includes downtown Jacksonville and the city's enterprise/empowerment zone. The project included a detailed economic and demographic profile and residential real estate market analysis that led to a strategic plan, including recommendations for mixed-use and mixed-finance development on selected sites in the



urban core. As additional services requested by JEDC, Lambert is currently working as a consultant (and Task Force member) to the JEDC's Downtown Work Force Housing Strategy Plan. The plan is envisioned to be a comprehensive "road map" aimed to create and/or promote developer and consumer based funding initiatives needed to encourage the development of up to 2,000 workforce housing units in Downtown Jacksonville.

#### **City of New Orleans (LA) City Council**

##### ***Neighborhoods Rebuilding Plan***

Lambert Advisory, in conjunction with Shedo LLC, was the prime consultant for the City of New Orleans (City Council) Neighborhoods Rebuilding Plan. As the lead consultant to more than 20 local, regional and/or national sub-consultant professional service firms, Lambert was responsible for developing reconstruction plans for 50 neighborhoods heavily flooded by Hurricane Katrina. The reconstruction plan helped residents identify and prioritize specific investments and programs in each neighborhood, as well as estimate the cost and funding source/structure for implementation.

#### **Ustler Development (Orlando, FL)**

##### ***Creative Village TIGER II Grant (Orlando, FL) – Application and Strategic Services***

Lambert Advisory, in conjunction with Grace Perdomo, served as the lead economic, financial and strategic advisory to Ustler Development and its Consortium partners in the preparation of a TIGER II Grant submission, which was subsequently awarded a \$10 million grant. Creative Village, located in Downtown Orlando within the Parramore Neighborhood area, is a master planned vision where high tech, digital media and creative companies integrate with residential, retail and academia. The grant submission, together with additional sources of funding, is targeted to support the redevelopment effort. The planning and grant submission effort represents comprehensive and complex integration of disciplines between the private sector (master developer), City of Orlando, BACDC, Lynx, among others. Lambert's primary role was to provide the strategic vision and define the redevelopment focus in the context of grant submission as well as facilitate and coordinate interaction between the various Consortium partners.

#### **City of New Orleans (LA)**

##### ***CDBG Monitoring Systems Development and Training***

Lambert Advisory in a joint venture with SHEDO, LLC developed the monitoring structure and systems, guidebook and training associated with the City of New Orleans' CDBG and HOME programs. The City's CDBG program has been challenged by disparate divisions and agencies charged with various elements of monitoring and overseeing the CDBG and HOME efforts of the City. The Lambert/SHEDO team identified areas where the City's monitoring efforts could both be simplified and made more efficient. Additionally, the team has outlined a structure where a more robust framework for field monitoring will exist to identify issues or problems within a timeframe where the impact of those issues or problems can be mitigated. The team is develop a detailed monitoring process guidebook and is training staff in the enhanced monitoring efforts.

**City of West Palm Beach (FL)*****Downtown West Palm Beach Master Plan Update & Affordable Housing Analysis***

Lambert Advisory recently completed work as the economic and market consultant for the City of West Palm Beach's Downtown West Palm Beach Master Plan Update. The primary objective was to assist the City, and namely its master planning consultant (Zyscovich, Inc.) with both short term and long term demand estimates and redevelopment opportunities for residential, office, retail, cultural and hotel uses. As part of the residential component, Lambert assisted Zyscovich with an affordable housing needs assessment, including income-to-value ratio analyses and evaluation of alternative funding options.

**Housing Authority of the City of Los Angeles, CA*****Choice Neighborhoods Jordan Downs Redevelopment***

Lambert Advisory, as consultant to the Urban Design Center, served as a grant writer for the Housing Authority of the City of Los Angeles for its recent Choice Neighborhood's Implementation Grant Application for the Jordan Downs development.

**City of Tampa and Tampa Housing Authority (Consortium)*****Neighborhood Stabilization Plan (NSP 2): Strategy Plan & Application Preparation***

Lambert Advisory, as the Prime Consultant, recently completed a strategic plan and assisted in the preparation of the application for the City of Tampa and Tampa Housing Agency (as a consortium) NSP2 application submittal. The Tampa Central Park NSP2 target geography consists of eleven (11) census tracts comprising four community revitalization areas. Lambert Advisory assisted in the strategic plan focusing on: 1.) Establish Financing Mechanisms for Foreclosed and Vacant Property Acquisition and Rehabilitation; and, 2.) Redevelop Demolished or Vacant Property as Housing. These two strategies were closely linked given the mix of housing typology and tenure throughout the target geography. The dual focused strategy helps to insure that the entire target geography is an immediate beneficiary of the injection of NSP2 funds and the market begins to stabilize and improve broadly rather than in pockets. By focusing on both rental and for-sale housing, the strategy aims to mitigate the risk of revitalizing the rental market at the expense of homeownership or visa-versa owner occupied housing without filling a need for rental.

**Harvard University*****Public Housing Operating Cost Study***

Lambert Advisory was a principal consultant to this congressionally mandated study to develop a new operating cost formula for the nation's 1.3 million public housing units. The firm was involved in almost all aspects of the study, it led an effort to develop market rate property operating cost information, which can be adjusted and used as part of a comparable analysis for public housing. Additionally, Lambert served as a prime consultant related to developing a new debt-financing model for capital improvements in public housing. These proposals have met with wide support within HUD and the President's Office of Management & Budget.

**The Camden Partnership (Camden, NJ)*****Housing Program Oversight***

Lambert Advisory in conjunction with Abt Associates served as a principal team member on the Camden Partnership, established by the Secretary of HUD to oversee both the Empowerment Zone and public housing programs in Camden, New Jersey. The Partnership was the first of its kind in the nation, and has been used to various degrees since to oversee the investment of federally funded programs in troubled cities around the country. The firm was responsible for a wide variety of program oversight including the privatization of public housing management and market assessments of various proposed investments.

**Brookstone Partners (Cornerstone Group) (Miami, FL)*****3750 Platform Market Study***

Lambert Advisory recently completed a market analysis associated with Platform 3750, a proposed development comprising 280 +/- rental housing units, 50,000 square feet of office to be entirely occupied by Cornerstone Group and Miami Dade County, and 25,000 square feet of ground floor retail. Lambert provided an evaluation of the apartment component in detail, as well as provided input into the achievable retail rental rates. Lambert also provided an overview of the economic benefits to Miami-Dade County which will be derived as a result of the development of the project.

**Swerdlow Group (Miami, FL)*****Civica Apartment – Rental Housing Analysis***

Lambert Advisory completed a comprehensive rental apartment market analysis associated with The Civica, a proposed mixed use 27-story high rise development located at 1050 NW 14th Street Miami, Florida. The property is located across the street from the southern edge of the UM/Jackson Medical Center campus. The Civica plan envisioned a Class A property comprising 272 rental apartment units, 168,000 square feet of office space, 46,250 square feet of gross ground floor retail. An integral component of the rental housing market study was a thorough evaluation of the comparable/competitive housing market in the surrounding area, as well as an assessment of the widespread rental “shadow” market that exists within the more than 10,000 newly built condominium units in the greater Downtown Miami area.

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## Visual and Graphic Work

Lambert Advisory has full GIS capabilities in house, which is operated by Dorien Rowe. Dorien has certified GIS Metadata Training completed in 2015.

Grace Perdomo, and the offices of Zyscovich Inc., will provide CAD software capabilities, as well as Sketch Up that may be used for visual graphics illustrating select development concepts that may be envisioned as part of the housing strategy findings.

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## Public Outreach and Techniques

Public participation and outreach is an integral part of the economic development and planning process. Lambert Advisory has coordinated and/or participated in a countless number of workshops to present, discuss and obtain feedback for many issues involving economic development; particularly, as it relates to housing and community development.

Presently, Lambert Advisory together with Zyscovich Inc., is in the latter stages of two engagements that have undertaken intensive public outreach processes: *City Village (Columbus, GA)* and *Bahamas Village (Key West, FL)*. In both of these engagement, the public outreach process includes three separate multi-day public workshops among a diverse group of residents, business owners, governmental agencies, private sector industry representatives, historic preservation groups, and civic associations.

Our team clearly understands the amount of work required to implement an effective public outreach program. Accordingly, it is in many cases a coordinated effort between the consultant and the municipality/agency governing the engagement. There are a few basic components that are essential to the public outreach process, including but not limited to:

- ✓ There needs to be sufficient advertising/notification of meetings among the targeted group(s) to ensure that all applicable residents and/or stakeholders are apprised of the meeting;
- ✓ An adequate amount of time to prepare materials needed to engage the group(s) being addressed;
- ✓ Sufficient staffing available to manage the public meeting, especially for larger groups; and,
- ✓ Follow up with participants either through distribution of a document, or a second meeting – in any case, it is very important to have follow through with the participants who have dedicate time to the planning process and have a vested interest in its outcome.

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## Fees and Cost



Lambert Advisory's proposed scope of work is provided in detail within the Proposed Project Approach section above. As specified within the RFP, the City is seeking to obtain a significant amount of housing and related market data on a city-wide basis. We believe that the process requires a considerable amount of direct field research, particularly related to the assessment housing conditions and market performance (namely among the rental inventory). Furthermore, we have budgeted for several internal meetings with City staff, one-on-one meetings with City Council, up to three formal public outreach meetings, and two major presentations to elected officials (one interim presentation and one final presentation).

The total budget estimated for the Housing Strategy proposed herein is \$146,000, with the following table outlining the time commitment and hourly rate by personnel (and for each phase of work):

City of Pompano Beach Housing Strategy and Economic Development Lambert Advisory - Fee Breakdown							
		Lambert	Liff	Perdomo	Pallini	Rowe	Total
		\$200.00	\$150.00	\$150.00	\$125.00	\$110.00	
<b>Direct Fees</b>							
	<b>Hours</b>						<b>Hours</b>
<b>Phase 1: Inventory</b>							
Economic/Demographic Research and Analysis	8		16	0	40	40	104
Housing Analysis/Existing Conditions (1)	40		48	40	60	80	268
<i>Sub-Total</i>		\$9,600	\$9,600	\$6,000	\$12,500	\$13,200	\$50,900
<b>Phase 2: Assessment</b>							
Assessment documentation/presentation (2)	40		40	80	120	80	360
		\$8,000	\$6,000	\$12,000	\$15,000	\$8,800	\$49,800
<b>Phase 3: Housing Strategy</b>							
Housing Strategy (Report & Presentation) (3)	40		60	80	60	80	320
		\$8,000	\$9,000	\$12,000	\$7,500	\$8,800	\$45,300
<b>Total</b>	<b>Hours</b>	<b>128</b>	<b>164</b>	<b>200</b>	<b>280</b>	<b>280</b>	<b>1,052</b>
	<b>Fees</b>	<b>\$25,600</b>	<b>\$24,600</b>	<b>\$30,000</b>	<b>\$35,000</b>	<b>\$30,800</b>	<b>\$146,000</b>
	<b>Expenses</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>\$0</b>
<b>Total Proposed Fees &amp; Expenses</b>							<b>\$146,000</b>

1.) Includes at least 2 internal meetings with staff, One on One Council Meetings, and initial public outreach

2.) Includes at least 3 internal meetings, 1 public outreach and at least 1 public presentation (including Interim Progress Presentation)

3.) Includes at least 2 internal meetings, 1 public outreach and at least 1 public presentation (including Final Presentation)

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## Schedule

Lambert Advisory will adhere to the project timeline as set forth within the RFP. As noted, we have a strong track record of completing projects in a timely manner. This will be further verified by our references, which we strongly urge the City to contact. The following provides a timeline of the proposed schedule, including an identification of major milestones:

Schedule for Completion Housing Strategy and Economic Development City of Pompano Beach																																
Task/Week #	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
Kick Off Meetings																																
Phase 1: Inventory																																
Economic/Demographic																																
Housing Analysis																																
Internal Meeting (City/Consultant)																																
Council Meetings																																
Public Outreach																																
Phase 2: Assessment																																
Housing Assessment																																
Internal Meeting (City/Consultant)																																
Public Outreach																																
Public Presentation																																
Phase 3: Strategy																																
Housing Strategy																																
Internal Meeting (City/Consultant)																																
Public Outreach																																
Public Presentation																																
Draft Report/Findings																																
Final Report																																

Lambert Advisory proposes billing every thirty (30) days during the term of the contract. Invoices will be submitted based upon percentage completion by phase of work, with a summary of billing detail provided.

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## References

The following is a list of 5 references for Lambert Advisory. Additional references will be made available immediately upon request.

**City of Tampa Housing Authority**

Mr. Leroy Moore, Vice President/COO  
1514 Union Street  
Tampa, FL 33067  
Phone: (813) 253-0551

- THA Choice Neighborhoods Implementation Grant (2012) – Coordinated and wrote successful \$38 million grant application to HUD for Choice Neighborhoods Implementation Grant Fund.
- Encore/East Tampa NSP2 Application (2009) – Coordinated and wrote successful \$30 million grant application to HUD for NSP2 funds.
- THA Strategic Redevelopment Plan: Central Park Village (2003, 2004, 2006) - Completed a master development plan, market and financial analysis for the THA's Central Park Village property.
- THA Fair Market Rent Assessment (2003) - Completed a Fair Market Rent Assessment for THA which consistent of a comprehensive assessment of local land regional demographic and market trends along with a detailed analysis of the Tampa apartment market.

**City of New Orleans**

Calvin Aguillard  
1300 Perdido Street, 1E06 City Hall  
New Orleans, LA 70112  
Phone: (504) 565-6382

The lead consultant to more than 20 local, regional and/or national sub-consultant professional service firms, Lambert was responsible for developing reconstruction plans for 50 neighborhoods heavily flooded by Hurricane Katrina.

**Bank of America CDC**

Eileen M. Pope, Senior Vice President  
Bank of America Center, 100 N. Tryon Street  
Charlotte, NC 28255  
Phone: (980) 387-2727

Creative Village TIGER II Grant – Served as the lead economic, financial and strategic advisor providing application and strategic services in the preparation of a TIGER II Grant submission, which was subsequently, awarded a \$10 million grant.

**Neighborhood Housing Services of South Florida**

Arden Shank, President & CEO  
300 N.W. 12<sup>th</sup> Avenue  
Miami, FL 33128  
Phone: (305) 751-5511 Ext. 1123

Residential and Retail Market Analysis of the NW 79<sup>th</sup> Street CRA (2014) – Completed a comprehensive market and economic assessment of the NW 79<sup>th</sup> Street CRA in Miami, including an analysis of retail and housing demands.

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**Urban Design Center**

Sherri Franklin, President

1100 South Hope St.

Los Angeles, CA 90015

Phone: (213) 712-9906

Choice Neighborhoods Jordan Downs Redevelopment (2015) – Served as grant writer for the Housing Authority of the City of Los Angeles for its recent Choice Neighborhood's Implementation Grant Application for the Jordan Downs development

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## Litigation

Lambert Advisory, which was formed in 1999, has not had any litigation in the history of the Company.



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## City Forms

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS

E-43-15

**SUBSIDIZED HOUSING INVENTORY AND MARKET RATE ANALYSIS TO ASSESS THE CITY'S STRATEGY FOR MEETING ITS ECONOMIC AND REDEVELOPMENT GOALS**

The City is seeking proposals from qualified firms to provide research, comprehensive assessment, and comprehensive strategy services to the City for a city-wide study and strategy related to subsidized housing, market-rate housing, and the impacts of housing on redevelopment efforts. The study's main geographic focus is the urban core, downtown areas, main commercial corridors, and other related geographic areas that would support residential development and impact surrounding commercial areas.

The City will receive sealed proposals until **2:00 p.m. (local), August 25, 2015**, in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable.

**Introduction**

The City desires a detailed assessment of its subsidized and market-rate housing stock and the impact of the inventory on the city's redevelopment and economic goals. The City of Pompano Beach has two community redevelopment areas as well as adopted citywide economic development goals. The City is issuing an RFP for a subsidized and market-rate housing assessment and strategy, which will address the following:

- What impact is the city's current stock of subsidized housing having on the adjacent neighborhood, citywide and CRA redevelopment and economic goals?
- What impact is the current stock of subsidized housing on the development and financing of market-rate housing?
- What type of market-rate housing is needed to achieve the adjacent neighborhood, citywide and CRA redevelopment and economic goals?
- What are other housing issues that are affecting the city's ability to reach its redevelopment and economic goals?
- What impacts are existing regulatory documents having on the development of both market rate and subsidized housing?
- What are effective techniques the city can utilize to ensure a balanced mix of housing in order to reach its redevelopment and economic goals?
- What are effective techniques the city can utilize to encourage housing which supports its redevelopment and economic goals?

The Assessment and Strategy will be used to establish housing strategies and to evaluate potential housing developments. The City desires to retain a qualified Consultant who is experienced in economic development, housing and economic revitalization, urban housing issues, affordable housing, and housing law.

1. **Scope of Services**

The following terms are defined for usage in the Scope of Services:

- Housing Types - renter-occupied, owner-occupied, single-family, multi-family, one-bedroom, multiple bedroom
- Market-Rate Housing – Housing which is affordable to a person or persons who have a combined income of more than 120% of the median income of Broward County; or Housing that is rented or owned by people who pay market rent to lease or paid market value to purchase without the use of any housing subsidies.
- Quality - year built, quality of structure, and quality of landscaping
- Subsidized Housing – Publically owned and privately owned housing, including but not limited to income and/or age-restricted housing, housing that accepts Housing Choice Voucher Program, and housing funded through the State of Florida LIHTC program.
- Substandard – Deteriorated and/or blighting influence
- Urban Core – East CRA, NW CRA, AOD, DPOD, and Corridors connecting these areas.

The successful proposer will be responsible for providing, at a minimum, the following:

- **Inventory.** The inventory will determine and analyze both subsidized and market-rate housing inventory at the citywide and neighborhood level, as well as within the CRA boundaries as follows:
  - Identify the location, amount of units, income-restriction level (if applicable), housing type, and quality of existing subsidized housing
  - Identify locations of substandard subsidized housing
  - Identify clusters of subsidized housing and substandard subsidized housing.
  - Identify the location, amount of units, housing type and quality (to the extent necessary) of existing market-rate housing
- **Assessment.** The Assessment will analyze both subsidized and market-rate housing inventory as follows (citywide level, neighborhood level, Urban Core):
  - Analyze the impact of the following on citywide, adjacent neighborhood, and urban core's redevelopment and economic goals:
    - Subsidized housing clusters
    - Substandard subsidized housing
    - Substandard subsidized housing clusters
  - Analyze the impact of the following on the future development of market-rate housing:
    - Subsidized housing clusters
    - Substandard subsidized housing
    - Substandard subsidized housing clusters
  - Analyze if the existing market-rate housing stock is sufficient to support citywide, adjacent neighborhood, and urban core's redevelopment and economic goals.
  - Determine what type of market-rate housing is needed to support citywide, adjacent neighborhood, and urban core's redevelopment and economic goals.
  - Determine what type of housing attracts a range of demographic users including young professionals, millennials, empty nesters, and other segments of the population known to gravitate to urban locations.
  - Determine which existing city policies and/or regulations are encouraging additional subsidized housing clusters.

- Determine which existing city policies and/or regulations are discouraging market-rate housing, mixed-use market-rate development, and/or pedestrian-oriented market-rate housing.
  - Identify other housing-related issues discouraging market-rate housing, mixed-use market-rate development, and/or pedestrian-oriented market-rate housing.
  - Identify other housing-related issues impacting the city's ability to reach its citywide and urban core redevelopment and economic goals.
  - Identify the impacts of Broward County affordable housing requirements (both existing and proposed) on citywide and urban core redevelopment and economic goals.
- **Strategy.** Based on the results of the Inventory and Assessment, the Strategy will provide a road map for addressing the city's needs as follows (citywide level, neighborhood level, Urban Core):
    - Propose techniques and best practices to achieve the following:
      - Encourage the needed market-rate housing, reflecting the specific type(s) of market rate housing needed
      - Improve substandard subsidized housing stock, including program identification and prioritization
      - Reduce existing clusters of subsidized housing
      - Limit future clustering of subsidized housing
      - Encourage mixed-income and market rate developments in neighborhoods with subsidized housing clusters
      - Integrate subsidized housing in a thriving retail-focused commercial area
      - Achieve the ratios identified above
    - Propose specific revisions of problematic city policies and/or regulations.
    - Propose strategies based on the three to five most viable downtown areas in Florida, reflecting the following best practices ratios:
      - Ratio of retail/commercial development to subsidized housing
      - Ratio of retail/commercial development to market-rate housing
    - Recommend strategies to comply with Broward County affordable housing requirements (both existing and proposed)
    - Strategies will be lawful and enable policy makers to implement the recommended techniques, revisions, and best practices in order to address the city's needs.

## 2. Tasks/Deliverables

- **Phase I: Inventory.**
  - Modify definitions utilized in the Scope to be consistent with accepted housing industry terminology.
  - Meeting with Staff to refine scope and gain better understanding of RFP and city's economic development goals.
  - Use reputable data sources and on-site examinations
  - Provide the Inventory in the most visually effective manner.
  - Provide the Inventory in spreadsheets that allow for further analysis by city staff.
  - Presentation of Inventory with staff.
- **Phase II: Assessment.**
  - Provide the Assessment in the most visually effective manner.

- Provide the Assessment in spreadsheets that allow for further analysis by city staff.
- Presentation of the Assessment with staff.
- Public Presentation of the Assessment with elected officials and other policy makers.
- **Phase III: Strategy.**
  - Public Outreach for stakeholder input into the Strategy.
  - The Strategy should consider immediate needs, 5-year projection, and 10-year projection.
  - Provide the Strategy in the most visually effective manner.
  - Provide the Strategy in a document that allows for further analysis by city staff.
  - Presentation of the Strategy with staff.
  - Public Presentation of the Strategy with elected officials and other policy makers.

### 3. **Resources Available**

Previous studies regarding housing and affordable housing contain information that may be useful to the consulting teams as they develop their scope and project approach. These resources include:

- City of Pompano Beach documents / reports:
  - State Housing Initiative Partnership (SHIP) Program, First Amendment to Local Housing Assistance Plan, June 2015
  - 2015 – 2019 Consolidated Plan, Office of Housing and Urban Improvement
  - Analysis to Impediments to Fair Housing Choice, Office of Housing and Urban Improvement, June 2015
  - Land Bank & Land Re-Use Policies and Procedures
  - Comprehensive Plan
  - Zoning Code
  - Office of Housing and Urban Improvement Programs
  - Strategic Plan
  - Affordable Housing Fee Methodology Report, December 2013
- CRA documents / reports:
  - Pompano Beach Parking Study
  - Pompano Beach Traffic Study
  - Pompano Beach Financing and Implementation Plans
  - East CRA Plan
  - Downtown Pompano Connectivity Plan
  - Needs Assessment for Facilities and Cultural Programming
  - Preliminary Cultural Facilities Space Planning
  - Downtown Pompano Redevelopment Market Assessment

### 4. **Small Business Enterprise Program**

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services.

The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website [www.pompanobeachfl.gov](http://www.pompanobeachfl.gov). Please indicate in your response if your firm is a certified Small Business Enterprise.

**Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in all of its procurements.**

**5. Local Business Program**

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: [http://pompanobeachfl.gov/pages/department\\_directory/development\\_services/business\\_tax\\_receipt\\_division/business\\_tax\\_receipt\\_division.html.php](http://pompanobeachfl.gov/pages/department_directory/development_services/business_tax_receipt_division/business_tax_receipt_division.html.php)

**Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in all of its procurements.**

**6. Required Proposal Submittal**

**Submission/Format Requirements**

Submit one (1) original unbound and six ( 6 ) bound copies of the proposal. All copies will be on 8 1/2" x 11" plain white paper, typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the City). Failure to adhere to

the submittal quantity criteria may result in the Proposal being considered non-responsive.

**Information to be included in the proposal:**

In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with tabs or dividers between the sections:

**Title page:**

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

**Table of Contents:**

Include a clear identification of the material by section and by page.

**Cover Letter of Interest and Transmittal:**

Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. Also clearly indicate the single contact (principal-in-charge), mailing address, telephone and facsimile numbers, and e-mail address.

**Statement of Skills and Experience of the Project Team Members:**

Description of the make-up of the Consultant team. Include names of key personnel to be assigned to the project, their role on the project, their titles, experience, and period of service with the team. Indicate the expected contribution of each of these individuals as a percentage of the total effort. Include each individual's experience with completing similar projects. Include major sub consultants. Include an organizational chart showing the relationship of the team with the team project manager and with City personnel. Include résumés of key personnel (limit of one page per person.)

**Statement of Skills and Experience of the Project Team:**

Skills and experience of the Project Team must be included as indicated above. Using a maximum of three pages, describe the experience of the entire project team as it relates to this type of project. Include the experience of the prime consultants as well as other members of the project team; i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects where the team members have performed similar tasks.

**Proposed Project Approach:**

Provide a description of the Consultant's proposed approach to the project as described in the Scope of Work. Describe the methods, approach and project schedule to complete the master plan. A public outreach strategy must be included. Describe how the work will be completed in an effective, timely, economical and professional manner.

**Project and Team Coordination:**

Describe how the project will be organized, both within the Consultant team and how the team will coordinate with the City Staff.

**Office Description:**

Provide the location of the office from which services will be rendered, and the number of professional and administrative staff at the prime office location, together with the location of office(s) of both prime and sub consultants that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime office location.

**Experience in Housing and Economic Development Assessments and Strategies:**

References for past projects in subsidized and market-rate housing assessments, especially in their relationship to economic development efforts, and programs in South Florida (Broward, Palm Beach, Miami-Dade, and Monroe Counties), and/or other major urbanized cities throughout the United States. References for developing lawful strategies related to these issues.

**Visual and graphic work:**

Describe how visual imaging tools will be used to complete the project. List any visualization tool such as GIS, CAD, Sketch-Up etc...

**Public Outreach techniques and experience:**

Describe the techniques that will be used to involve and gain meaningful input from a variety of stakeholders in the project. References for past projects including public outreach, especially as related to housing.

**Fees & Costs:**

- **Proposer shall provide a cost for each Phase as well as the project overall.**

The proposer shall include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of service that would be provided. Provide a cost for each of the major services provided along with the estimated number of expected work hours for each qualified staff member.

Proposer shall itemize all costs to complete all and necessary tasks as described under Scope of Services. Costs associated with travel as well as miscellaneous expenses should be adequately described.

**Schedule:**

- **Proposer shall provide a timeline for each Phase as well as the project overall.**

The tentative timeline should have Phase I complete within two months, Phase II completed three months thereafter, and the entire project complete within eight months of execution of the contract.

The timeline shall highlight significant benchmarks and their completion. Proposer shall provide details on their ability to maintain the schedule(s) and meet deadlines.

**References:**

Submit a client reference list, including name of contact, firm and/or governmental entity, address, telephone number and type of service provided to each reference.

**Litigation:**

Disclose any litigation within the past five (5) years arising out your firm's performance.



**City Forms:**

The RFP Proposal Signature Page must be completed, signed and returned. Proposer should return all RFP pages, initialed where indicated.

**7. Insurance**

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- b. Liability Insurance
- 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
  - 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

**LIMITS OF LIABILITY**

Type of Insurance	each occurrence	aggregate
<b>GENERAL LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/\$1,000,000 AGGREGATE</b>		
* Policy to be written on a claims incurred basis		
XX comprehensive form		
XX premises - operations	bodily injury	
— explosion & collapse		
— hazard	property damage	
— underground hazard		
XX products/completed		
operations hazard	bodily injury and	
XX contractual insurance	property damage	
XX broad form property	combined	
damage		

XX independent contractors  
XX personal injury personal injury

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**AUTOMOBILE LIABILITY: MINIMUM \$200,000 per OCCURRENCE/\$300,000 AGGREGATE**

	bodily injury (each person)	
	bodily injury (each accident)	
XX comprehensive form	property damage	
XX owned	bodily injury and property damage	
XX hired	Combined	
XX non-owned		

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**REAL & PERSONAL PROPERTY**

\_\_\_ comprehensive form Consultant must show proof they have this coverage.

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**EXCESS LIABILITY**

___ umbrella form	bodily injury and property damage		
___ other than umbrella	combined	\$2,000,000.	\$2,000,000.

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XX **PROFESSIONAL LIABILITY** \$1,000,000. \$1,000,000.  
\* Policy to be written on a claims made basis

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The certification or proof of insurance must contain a provision for notification to the City thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

**8. Selection/Evaluation Process**

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

Proposals will be evaluated using the following criteria.

	<u>Criteria</u>	<u>Point Range</u>
1.	<b>Experience and Expertise</b> Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project. Previous work experience in conducting interviews of stakeholders Previous work experience in on-site analysis of housing stock	0-20
2.	<b>References</b> History and performance of firm/project team on similar projects. References and recommendations from previous clients.	0-20
3.	<b>Resources and Methodology</b> Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources.	0-30
4.	<b>Cost</b> Including the overall project-task budget and itemized cost breakdowns.	0-30
	<b>Total</b>	<b>0-100</b>

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

**9. Hold Harmless and Indemnification**

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

**10. Retention of Records and Right to Access**

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. Recommendation for changes, additions, or deletions by the City's Internal Auditor must be complied with by the selected firm. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

**11. Communications**

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

**12. No Discrimination**

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

**13. Independent Contractor**

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

14. **Staff Assignment**

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

15. **Contract Terms**

The contract resulting from this RFP shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

16. **Waiver**

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

17. **Survivorship Rights**

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

18. **Termination**

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

19. **Manner of Performance**

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

20. **Acceptance Period**

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

21. **RFP Conditions and Provisions**

The completed and signed proposal (together with all required attachments) must be returned to City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Any alteration, erasure, or interlineations by the Proposer in this RFP shall constitute cause for rejection. Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

## 22. Standard Provisions

### a. Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

### b. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any City employee is also an owner, corporate officer, or an employee of the firm. If any City employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to § 112.313, Florida Statutes.

### c. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

### d. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

### e. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work

### f. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws.

regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

g. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

h. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3<sup>rd</sup> Avenue, Building C, Pompano Beach, Florida 33060.

i. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

j. Variances

While the City allows Proposers to take variances to the RFP terms, conditions, and specifications, the material nature, number, and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

k. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

l. Public Records

1. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;



- b. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
  - c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
  - d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.
2. The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

**23. Questions and Communication**

All questions regarding the RFP are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060. fax (954) 786-4168, or email [purchasing@copbfl.com](mailto:purchasing@copbfl.com). All questions must include the Inquiring firm's name, address, telephone number and RFP name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

**24. Addenda**

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the City will attempt to notify all known prospective Proposers, however, it shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal.

**PROPOSAL SIGNATURE PAGE**  
**RFP E-43-15, SUBSIDIZED HOUSING INVENTORY AND MARKET RATE ANALYSIS TO**  
**ASSESS THE CITY'S STRATEGY FOR MEETING ITS ECONOMIC AND REDEVELOPMENT**  
**GOALS**

To: The City of Pompano Beach, Florida

The below signed hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) Paul Lambert Title Managing Principal

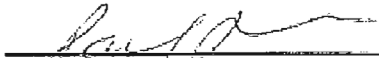
Company (Legal Registered) Lambert Advisory, LLC

Federal Tax Identification Number 65-0952060

Address 1201 Brickell Avenue, Suite 400

City/State/Zip Miami, FL 33131

Telephone No. (305) 503-4096 Fax No. \_\_\_\_\_

Signature  Date 08/24/2015

Addendum Acknowledgment - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum No. n/a Date Issued \_\_\_\_\_