

RESOLUTION NO. 2018- 2506

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH LAMBERT ADVISORY, LLC FOR PUBLIC-PRIVATE PARTNERSHIP (P3) ADVISORY SERVICES FOR THE UNSOLICITED PROPOSAL RECEIVED ON THE TOWN HALL PROPERTY; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) wishes to engage Lambert Advisory, LLC (“Consultant”) to provide advisory services in connection with the unsolicited public-private partnership (P3) proposal received for the development of a mixed-use parking facility on the Town Hall property, including the specific services set forth in the Consultant’s Proposal attached hereto as Exhibit “A” (“Services”); and

WHEREAS, the Services are exempt from competitive bidding pursuant to Section 3-13(2) of the Town’s Purchasing Code as professional services; and

WHEREAS, reasonable fees for the Services provided by the Consultant are recoverable from the P3 proposer pursuant to Section 255.065, Florida Statutes (Florida’s Public-Private Partnership or P3 Statute); and

WHEREAS, Consultant has agreed to provide the Services pursuant to the Proposal attached hereto as Exhibit “A” and substantially in accordance with the terms and conditions of the Professional Services Agreement attached hereto as Exhibit “B” (the “Agreement”); and

WHEREAS, the Town Commission finds that the Agreement is in the best interest and welfare of the Town and wishes to approve same in substantially the form attached hereto as Exhibit “B.”

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AS FOLLOWS:

Section 1. Recitals. That the above and foregoing recitals are true and correct and are hereby incorporated by reference.

Section 2. Approval and Authorization. The Agreement between the Town and Consultant, substantially in the form attached hereto as Exhibit “B”, is hereby approved. The Town Commission authorizes the Town Manager to execute the Agreement on behalf of the Town, together with such changes as may be approved by the Town Manager and Town Attorney as to form and legal sufficiency.

Section 3. Implementation. The Town Manager is authorized to take all action necessary to implement the purposes of this Resolution and the Agreement.


Section 4. Effective Date. This Resolution will become effective upon adoption.

PASSED AND ADOPTED this 8th day of May, 2018.

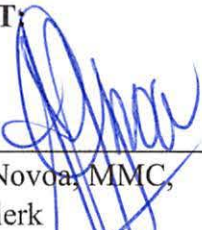
Motion by Vice Mayor Gielchinsky.
Second by Commissioner Cohen.

FINAL VOTE ON ADOPTION

Commissioner Barry Cohen	yes
Commissioner Michael Karukin	yes
Commissioner Tina Paul	yes
Vice Mayor Daniel Gielchinsky	yes
Mayor Daniel Dietch	yes




Daniel Dietch, Mayor

ATTEST


Sandra Novoa, MMC,
Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**



Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

TOWN OF SURFSIDE, FLORIDA

AND

LAMBERT ADVISORY, LLC

TOWN HALL PROPERTY

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is made effective as of the 23rd day of MAY 2018 (the “Effective Date”), by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation, whose principal address is 9293 Harding Avenue, Surfside, Florida 33154 (hereinafter the “Town”), and **LAMBERT ADVISORY, LLC**, a Florida Limited Liability Company, whose principal address is 100 Biscayne Boulevard, Suite 2510, Miami, Florida 33132 (hereinafter the “Consultant”).

WHEREAS, the Town received an unsolicited proposal for a public-partnership (P3), pursuant to Section 255.065, Florida Statutes, for the development of a mixed-use parking facility on the Town Hall property; and

WHEREAS, the Consultant will provide professional advisory services to assist the Town with the evaluation of the P3 proposal submitted, including financial services, as set forth in the Proposal attached hereto as Exhibit “A” (the “Services”); and

WHEREAS, the Consultant and Town, through mutual negotiation, have agreed upon a scope of services and fee for the Services; and

WHEREAS, the Town desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Town agree as follows:

1. **Scope of Services.**

- 1.1 Consultant shall provide the Services set forth in the Proposal attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter “Services”).
- 1.2 Consultant shall furnish all reports, documents and information to be performed pursuant to this Agreement and during the term of this Agreement (hereinafter “Deliverables”).

1.3 Upon the Town's written request, Consultant shall render additional services outside the scope of work set forth in the Proposal as specified or requested by the Town, at the rates agreed upon and described in the Proposal and this Agreement "(Additional Services)".

2. **Term/Commencement Date.**

2.1 This Agreement shall be effective upon the Effective Date and shall remain in effect until completion of the Services, but not to exceed two (2) years, unless earlier terminated in accordance with Paragraph 8. The Town Manager may request that this Agreement be extended on a month-to-month basis for up to six (6) additional months, as needed, by providing written notice to Consultant at least 10 days prior to the expiration of the Term and any applicable monthly extension thereafter.

2.2 Consultant agrees that time is of the essence and Consultant shall timely perform and complete the Services in compliance with all applicable deadlines and within the term of this Agreement, unless extended by the Town Manager.

3. **Compensation and Payment.**

3.1 Compensation for Services shall be provided by Consultant in accordance with the hourly rates set forth in the Proposal attached hereto as Exhibit "A", and not to exceed \$7,500.00, unless first approved in writing by the Town Manager. All fees shall be inclusive of routine expenses and travel expenses and costs incurred in performing the Services. Fees for Additional Services approved by the Town will be billed at the approved hourly rates set forth in the Proposal attached hereto as Exhibit "A." Consultant acknowledges and agrees that payment for the Services will be made by the P3 proposer and/or are recoverable expenses payable by the P3 proposer pursuant to Section 255.065, Florida Statutes.

3.2 Consultant shall deliver an invoice to Town no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice. The Town shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

4. **Subconsultants.**

4.1 The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.

4.2 Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Town Manager, which approval shall be in Town Manager's sole and absolute discretion.

5. **Town's Responsibilities**

5.1 Town shall make available any staff and/or representatives reasonably requested by Consultant to assist Consultant in the provision of the Services.

5.2 Upon Consultant's request, Town shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. **Consultant's Responsibilities**

6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a professional consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Town requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

6.2 The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Town as an independent contractor of the Town.

7. **Conflict of Interest.**

7.1 To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Town.

8. **Termination.**

- 8.1 The Town Manager, without cause, may terminate this Agreement upon five (5) calendar days written notice to the Consultant, or immediately with cause.
- 8.2 Upon receipt of the Town's written notice of termination, Consultant shall immediately stop work on the Services unless directed otherwise by the Town Manager.
- 8.3 In the event of termination by the Town, the Consultant shall be paid for all Services accepted by the Town Manager up to the date of termination, and prorated for the month, provided that, the Consultant has first complied with the provisions of Paragraph 8.4.
- 8.4 The Consultant shall transfer all books, records, reports, working drafts, documents, and data pertaining to the Services and the project to the Town, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

- 9.1 Consultant shall secure and maintain throughout the duration of this Agreement, insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees and agents naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Town, as it deems necessary or prudent.
 - a. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
 - b. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by

applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this RFP who is not covered by Worker's Compensation insurance.

- c. Business Automobile Liability with minimum limits of \$500,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- d. Professional Liability Insurance in an amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence, single limit.

9.2 **Certificate of Insurance.** Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Town and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.

9.3 **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including

that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4 **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.5 The provisions of this section shall survive termination of this Agreement.

10. **Nondiscrimination.**

10.1 During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11. **Attorneys Fees and Waiver of Jury Trial.**

11.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. **Indemnification.**

12.1 Consultant shall indemnify and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of the Services or any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment

or damages arising from Consultant's performance or non-performance of this Agreement.

12.2 The provisions of this section shall survive termination of this Agreement.

13. **Notices/Authorized Representatives.**

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Town: Guillermo Olmedillo
Town Manager
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154

With a copy to: Lillian M. Arango, Esq.
Town Attorney
Weiss Serota Helfman Cole & Bierman, P.A.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134

For the Consultant: Lambert Advisory, LLC
c/o Eric Liff, Principal/Manager
100 Biscayne Boulevard, Suite 2510
Miami, Florida 33132

14. **Governing Law and Venue.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. **Entire Agreement/Modification/Amendment; Representations and Warranties of Consultant.**

15.1 This writing contains the entire Agreement of the parties and supercedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

- 15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.
- 15.3 Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.
- 15.4 Consultant, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder. Consultant has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

16. **Ownership and Access to Records and Audits.**

- 16.1 Consultant acknowledges that all inventions, innovations, improvements, developments, methods, analyses, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Consultant during the term of this Agreement (“Work Product”) belong to the Town. Consultant shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).
- 16.2 Consultant agrees to keep and maintain public records in Consultant’s possession or control in connection with Consultant’s performance under this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.
- 16.3 Upon request from the Town’s custodian of public records, Consultant shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

- 16.4 Unless otherwise provided by law, any and all records, including but not limited to reports, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- 16.5 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.6 Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- 16.7 Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

Section 119.0701(2)(a), Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: Sandra Novoa, MMC
Mailing address: 9293 Harding Avenue
Surfside, Florida 33154
Telephone number: (305) 861-1302 Ext. 226
Email: snovoa@townofsurfsidefl.gov

- 16.8 Consultant acknowledges and agrees that any unsolicited proposal received by the Town for a public-partnership (P3), pursuant to Section

255.065, Florida Statutes, for the development of a mixed-use parking facility on the Town's Town Hall property, is exempt from disclosure per Section 119.07(1), Florida Statutes (Public Records Law), until such time as the Town provides notice of an intended decision for the project, and shall be confidential and not disclosed, disseminated, copied or distributed by the Consultant. Consultant agrees to comply with the exemption requirements for the unsolicited proposal as required in Section 255.065 (15), Florida Statutes.

17. **Non-Assignability; Key Personnel; Staffing.**

- 17.1 This Agreement shall not be assigned or transferred by Consultant unless such assignment is first approved in writing by the Town Manager, in his sole and absolute discretion. The Town is relying upon the apparent qualifications and expertise of the Consultant, and, specifically, Eric Liff and Paul Lambert, and the firm's and principal's familiarity with the Town's finances, circumstances and needs. Eric Liff and Paul Lambert shall be the key and primary professionals assigned to perform the Services, and no changes to such shall occur without the proper written approval of the Town Manager.
- 17.2 Consultant agrees to provide the personnel and staff necessary to perform each of the Services set forth in Section 1 above. Specifically, and at a minimum, the level of staffing at the commencement of this Agreement shall be as set forth on "Exhibit A" to this Agreement. Adjustments thereto shall be made based upon the needs and demands of the Town, as approved by the Town Manager.
- 17.3 All employees and personnel of Consultant assigned to provide the Services and Deliverables to the Town pursuant to this Agreement shall be subject to the prior approval of the Town, and will not be deemed Town employees. All work and Services provided by employees and personnel of the Consultant shall be authorized and coordinated through the Town Manager.
- 17.4 If at any time during the term of this Agreement, the Town becomes dissatisfied with the performance of any of Consultant's employees or personnel assigned to perform Services under this Agreement, the Town Manager may request that Consultant remove the employee or personnel immediately upon notification by the Town. Consultant agrees to act in good faith and to use its best efforts to replace same with personnel acceptable to the Town and resolve any problems experienced by the Town.

17.5 Consultant shall not hire or use any subcontractors or sub-consultants to perform the Services pursuant to this Agreement without the prior written approval of the Town Manager, in its sole and absolute discretion.

18. **Severability.**

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

19.1 The Consultant and its employees and agents shall be and remain an independent contractor and not an agent or employee of the Town with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties. Unless expressly provided for otherwise in this Agreement or authorized by the Town Manager. Consultant shall not act or attempt to act or represent itself, directly or indirectly or by implication, as an employee of Town or in any manner assume or create, or attempt to assume or create, any obligations on behalf or in the name of Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, and other similar administrative procedures applicable to Services rendered under this Agreement shall be the sole responsibility of Consultant.

20. **Compliance with Laws.**

20.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

21. **Waiver**

21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions**

22.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition of Contingency Fees.**

23.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **Public Entity Crimes Affidavit**

24.1 Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

25. **Counterparts**

25.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written below their signatures.

CONSULTANT:

LAMBERT ADVISORY, LLC, a Florida
Limited Liability Company

By:  _____

Name: Eric Liff

Title: Principal/Manager

Date Executed:  _____

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

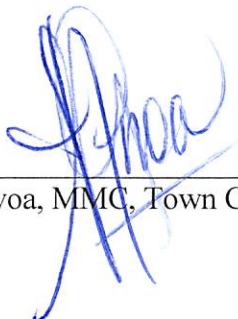
TOWN:

**TOWN OF SURFSIDE, a
Florida Municipal Corporation**

By: 
Guillermo Olmedillo, Town Manager

Date Executed: 5/23/18

Attest:



Sandra Novoa, MMC, Town Clerk

Approved as to Form and Legal Sufficiency:



Town Attorney

Weiss Serota Helfman Cole & Bierman, P.L.

EXHIBIT "A"

(Attach Proposal of Consultant dated April 9, 2018)



Mr. Guillermo Olmedillo
Town Manager
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

April 9, 2018

Subject: Public/Private Partnership Advisory Services (Town Hall Lot)

Dear Mr. Olmedillo:

Lambert Advisory (Lambert) is pleased to provide a proposal for the continuation of services associated with the evaluation and negotiation of a potential Public/Private Partnership (P3) for a mixed-use parking garage in Surfside, Florida.

Specifically, Lambert will assist the Town in its evaluation of proposal submission(s) for the site referred to as *Town Hall Lot*. The evaluation process will be guided by regulatory, design, development cost, and legal input from the Town (and/or its designated representatives). We envision the primary focus of the evaluation and negotiation services to be:

- ✓ *Proposal Evaluation* – Lambert will assist in the review and evaluation of each proposal submitted to the Town in association with the P3 parking garage at the Town Hall Lot. We will provide input into the information included within each response including, but not limited to: Developer qualification; financial commitment; proposed commercial, residential and/or other non-parking related uses; and, proposed terms of P3 structuring. Note, Lambert will not be conducting an independent market and/or feasibility study for non-parking related uses; however, we will complete a general assessment of market conditions and performance measures (i.e. lease rates, sale prices, occupancy, etc.) based upon in-house market data and/or industry publications (such as Costar), as well as from discussions with select industry representatives. Lambert will prepare an independent financial analysis that corresponds to the Developer concept/program, and for which alternative concepts may be gauged as part of subsequent negotiations (discussed further below). Lastly, our assessment of parking revenue assumptions/estimates proposed

within each submission will be based upon readily available market data, and input provided by the Town.

- ✓ *Coordination with Town and Representatives* – Lambert will attend all meetings requested by the Town including those with the potential P3 Developer(s), and/or other designated representatives related to the evaluation process. Lambert will work with the Town’s staff, legal advisor, design and/or other consultants to discuss and clarify (as needed) relevant information and terms of each proposal.
- ✓ *Negotiation Services* – Under the terms of this agreement, Lambert will be prepared to assist in negotiations with the Town’s selected Developer, as well as assist in the preparation of a Development Agreement (which is anticipated to be prepared by the Town’s attorney or its legal advisor). Specific to discussions with Developer, the Town will assist in facilitating meetings and/or discussions in its capacity as owner of the public property.
- ✓ *Attend Public Meetings* – Lambert will attend all public meetings requested by the Town.
- ✓ *Documentation and Reporting* – We will prepare documentation including letters, memorandums and/or presentations as requested by the Town in conjunction with the financial evaluations and meetings as set forth above.

Fees

Our fees are based upon our standard hourly rates of: \$200 for Eric Liff (Principal), \$250 for Paul Lambert (Managing Principal), and \$135 for professional staff. We propose to complete the work on an hourly basis, with a “not-to-exceed” amount of \$7,500. Invoices will be submitted on the 30th day of each month, and Lambert will include a detailed overview of billing activity.

The fees stated above include any out of pocket or ancillary expenses such as automobile costs, printing costs, long distance telephone, postage and courier, and photocopying. If, at some point during the course of the work, a decision is made to discontinue, our fee will be based upon the actual professional time expended to date.

Other Terms of Agreement

Our studies, reports and analysis are subject to the following restrictions and conditions:

- Lambert Advisory has no obligation to update our findings and conclusions for changes in market conditions which occur subsequent to our work. Any such changes in market conditions may affect the validity of our estimates.
- Documents we prepare are based upon assumptions and estimates which are subject to uncertainty and variation. These estimates are often based on data obtained in interviews with third parties, and such data are not always completely reliable. In addition, we make assumptions as to the future behavior of consumers and the general economy which are highly uncertain. Therefore, while our estimates will be conscientiously prepared on the basis of our experience and the data available to us, we make no warranty of any kind that the occupancy, rates, revenues, or expenses projected will, in fact, be achieved.

Acceptance

We hope this letter correctly addresses your needs. If you have any questions regarding the scope of work or business arrangements, please call me at (305) 503-4096.

We thank you for the opportunity to present this proposal and look forward to working with you on this exciting assignment.

Very truly yours,



Eric Liff

Principal

THE PROPOSAL AND ITS TERMS AND CONDITIONS ARE ACCEPTED IN ITS ENTIRETY.

NAME:

Guillermo Olmedillo

COMPANY:

TOWN OF SURESIDE

TITLE:

TOWN MANAGER

DATE:

5/23/18

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Lambert Advisory, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
100 Biscayne Boulevard, Suite 2510

6 City, state, and ZIP code
Miami, FL 33132

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

or

Employer identification number

6	5	-	0	9	5	2	0	6	0
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Date ▶ **3/01/2018**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/15/2018

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 have **ADDITIONAL INSURED** provisions or 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).

PRODUCER Advanced Insurance Underwriters, LLC 3250 N. 29th Ave Hollywood, FL 33020	CONTACT NAME: PHONE (A/C, No, Ext): 954-963-6666 FAX (A/C, No): 954-963-9776 E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE INSURER A : Hartford Casualty Insurance Company	NAIC # 29424
INSURED Lambert Advisory, LLC. 100 Biscayne Boulevard, Suite 2510 Miami FL 33132	INSURER B : Hartford Underwriters Insurance Company	30104
	INSURER C : Illinois National Insurance Co.	23817
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 40833737

REVISION NUMBER:

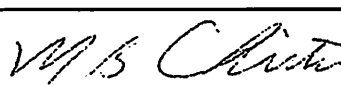
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____			21SBABP9944	7/31/2017	7/31/2018	EACH OCCURRENCE \$ 2000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 2000000 GENERAL AGGREGATE \$ 4000000 PRODUCTS - COMP/OP AGG \$ 4000000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			21SBABP9944	7/31/2017	7/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			21WECAS9898	6/10/2017	6/10/2018	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
C	Professional			022177184	4/21/2017	4/21/2018	\$2,000,000/\$10,000 Ded.

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

Location: 100 Biscayne Boulevard, Suite 2510, Miami, FL 33132

CERTIFICATE HOLDER**CANCELLATION**

Lambert Advisory, LLC. 100 Biscayne Boulevard, Suite 2510 Miami FL 33132	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  Michael Christian
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ACORD 25 (2016/03)

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