

Meeting Date: June 28, 2011

Agenda Item 19
Memorandum No. 11- 195

REQUESTED COMMISSION ACTION:

 Consent X Ordinance Resolution Consideration Workshop

SHORT TITLE AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SECOND AMENDMENT TO THE SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND CLARION ASSOCIATES OF COLORADO, LLC FOR APPROXIMATELY A NINE-MONTH EXTENSION OF THE CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

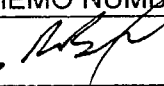
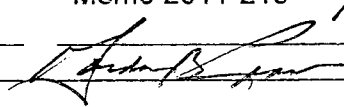
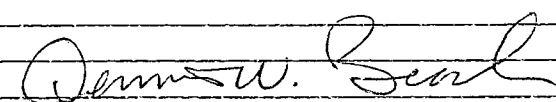
Summary of Purpose and Why:

The contract for the Comprehensive Zoning Code Update was approved per Ordinance 2008-40 (enclosed) on June 10, 2008. The Service Contract approved with this ordinance stated the term of the contract was two years, beginning on July 1, 2008 and ending on July 1, 2010. This contract was then extended by Ordinance #2010-26 (enclosed) to extend the original contract for one additional year, ending on July 2, 2011.

The Development Services staff would like to make a second amendment to extend the contract for approximately nine additional months, making the project completion date March 31, 2012. This time extension request is needed in part due to staff's request to make major changes to the formatting that would make the modules more user-friendly and the additional time that was needed for the CRA requested changes to the Atlantic Overlay District. The completion date for the final submittal of the proposed code is estimated to be December 1, 2011. This extension will provide additional time for final adoption and training.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Development Services Staff
- (2) Primary staff contact: Jennifer Gomez / Robin M. Bird Ext. 4640
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
<u>Dev. Ser. Dept.</u>	<u>5/31/11</u>	<u>-----</u>	<u>Memo 2011-213</u> 
<u>City Attorney</u>	<u>6/2/11</u>	<u>Prepared ordinance</u>	
<u>Advisory Board</u>			
<u>Public Works Administrator</u>			
<u>City Manager</u>			

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1 st Reading <u>6/14/11</u>	1 st Reading <u> </u>	Results: <u> </u>	Results: <u> </u>
<u>APPROVED</u>			
2 nd Reading <u>6/28/11</u>			

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SECOND AMENDMENT TO THE SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND CLARION ASSOCIATES OF COLORADO, LLC FOR APPROXIMATELY A NINE-MONTH EXTENSION OF THE CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Second Amendment to the Service Contract between the City of Pompano Beach and Clarion Associates of Colorado, LLC, to extend the original agreement for approximately an additional nine months, a copy of which Second Amendment is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Second Amendment.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 2011.

PASSED SECOND READING this _____ day of _____, 2011.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

/jrm
6/2/11
L:ord/2011-282

SECOND AMENDMENT

THIS IS A SECOND AMENDMENT TO THE AGREEMENT dated the _____
day of _____, 2011, between:

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

and

CLARION ASSOCIATES OF COLORADO, LLC, a Colorado limited liability company, having its principal address as 621 17th Street, No. 2250, Denver, Colorado 80293, hereinafter referred to as "CONTRACTOR."

WHEREAS, the parties entered into an agreement to provide services to prepare a Comprehensive Zoning Code Update on June 23, 2008, ("Original Agreement"), and approved by City Ordinance No. 2008-40; and

WHEREAS, the parties entered into First Amendment on April 19, 2010, and approved by City Ordinance No. 2010-26; and

WHEREAS, the CITY has requested and CONTRACTOR has agreed to extend the Original Agreement for approximately an additional nine months, ending March 31, 2012.

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and CONTRACTOR 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 June 23, 2008, a copy of which is attached hereto and made a part hereof as Exhibit "A," and subsequently amended on April 19, 2010 shall remain in full force and effect except as specifically amended hereinbelow.

3. The parties hereto agree to extend the original Agreement for approximately an additional nine-months, ending March 31, 2012.

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:

MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved by:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **MARY L. CHAMBERS** as 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:

CLARION ASSOCIATES OF COLORADO, LLC, a Colorado limited liability company

[Handwritten signatures of witnesses]

By: *Craig Richardson*

Craig Richardson
Type or Print Name

Title: *Vice-President*

STATE OF NORTH CAROLINA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 3 day of June, 2011 by Frank Craig Richardson as Vice-President of CLARION ASSOCIATES OF COLORADO, LLC. He/she is personally known to me or who has produced North Carolina Drivers License (type of identification) as identification.

NOTARY'S SEAL:
CAROLINA

Angeliqne M Hess
NOTARY PUBLIC, STATE OF NORTH

Angeliqne M Hess
(Name of Acknowledger Typed, Printed or Stamped)

June 17, 2015
Commission Number

Angeliqne M Hess
NOTARY PUBLIC
Durham County
North Carolina
My Commission Expires June 17, 2015

GBL/jrm
6/2/11
l:agr/zoning/2011-1042

ORDINANCE NO. 2008- 40

**CITY OF POMPANO BEACH
Broward County, Florida**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND CLARION ASSOCIATES OF COLORADO, LLC; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Service Contract between the City of Pompano Beach and Clarion Associates of Colorado, LLC, a copy of which Contract is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Contract.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.


PASSED FIRST READING this 27th day of May, 2008.

PASSED SECOND READING this 10th day of June, 2008.



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

/jrm
4/15/08
L:ord/2008-153

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this 23rd day of June, 2008, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and CLARION ASSOCIATES OF COLORADO, LLC, a Colorado 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, if needed; 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 services to prepare a revised regional policy plan, development of guidelines for a plan conformance process, and defining the term "project of regional significance," 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.

4. Term of Contract. The Contractor shall commence services on ~~July 1, 2008~~ and shall continue until completion of Scope of Work. The services shall be undertaken and completed in such sequence as to insure their expeditious completion, but in any event all of the services required hereunder shall be completed within two (2) years from the commencement of such services, on or before ~~July 1, 2010~~.

5. Renewal. This Contract is not subject to renewal.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to ensure 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 unless the services required in the Scope of Work are completed prior to the expiration of the term of the contract. The total amount to be paid by the City under this Contract for all services and materials, including out-of-pocket expenses and any approved subcontracts, shall not exceed a total contract amount of Five Hundred and Fifty Seven Thousand Dollars (\$557,00.00). It is acknowledged and agreed to by the Contractor that the dollar limitation set forth in this section is a

limitation upon and describes the maximum extent of the City's obligation to pay Contractor, but does not include a limitation upon Contractor's duty to perform all services set forth in Exhibit "A" for the total compensation in the amount or less than the guaranteed maximum stated above.

7. Invoices and Monthly Reports. Contractor shall submit invoices and monthly reports to the City as follows:

A. Invoices shall be submitted monthly based on a percent completion basis.

B. Hourly reports, reflecting services rendered toward the completion of the Scope of Work, shall also be submitted on a monthly basis along with the invoices.

8. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

9. 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.

10. 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: Craig Richardson
101 Market Street, Suite D
Chapel Hill, North Carolina 27516
Telephone: (919) 967-9188
Facsimile: (919) 967-9077

If to City: Zoning Director
City of Pompano Beach
Zoning Department, Third Floor
100 West Atlantic Boulevard
Pompano Beach, Florida 33060
Telephone: (954) 786-4609
Facsimile: (954) 786-4504

11. Information and Documents.

A. 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.

B. The Consultant shall deliver to the City's representatives for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the City under this Contract.

C. All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the City's expense shall be and remain the City's property. However, Contractor shall have the right to utilize such documents in the course of its marketing, professional presentations, and for other business purposes.

D. The City and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

E. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated thereby.

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

13. 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.

14. 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.

15. 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 negligent errors or omissions by Contractor in connection with the performance of this Agreement.

16. 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.

17. 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.

18. Audit and Inspection Records.

A. 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.

B. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. Severability.

A. 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.

B. 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.

C. 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.

D. 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.

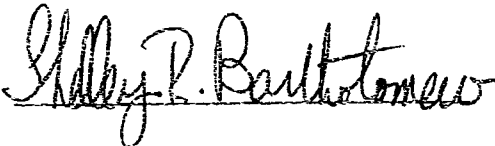
"CITY":

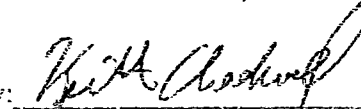
Witnesses:

CITY OF POMPANO BEACH




By: 
LAMAR FISHER, MAYOR



By: 
KEITH CHADWELL, CITY MANAGER

Attest:


MARY L. CHAMBERS, CITY CLERK

(SEAL)

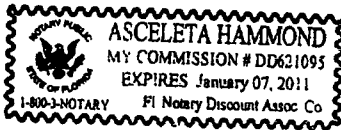
Approved ~~As~~ To Form:

Gordon B. Linn

GORDON B. LINN, ESQ.
CITY ATTORNEY
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 23rd day of June, 2008 by LAMAR FISHER as Mayor 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:



Asceleata Hammond
NOTARY PUBLIC, STATE OF FLORIDA

Asceleata Hammond

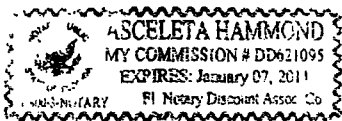
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 23rd day of June, 2008 by KEITH CHADWELL as City Manager 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:



Asceleata Hammond
NOTARY PUBLIC, STATE OF FLORIDA

Asceleata Hammond

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 23rd day of June, 2008 by MARY L. CHAMBERS 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:



Asceleta Hammond
NOTARY PUBLIC, STATE OF FLORIDA

Asceleta Hammond
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number
"CONTRACTOR":

Witnesses:

[Signature]
[Signature]

CLARION ASSOCIATES OF COLORADO, LLC
a Colorado limited liability company

By: [Signature]
Craig Richardson
Typed or Printed Name

Title: Vice - President

FLORIDA
STATE OF COLORADO
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 16th day of June 2008 by CRAIG RICHARDSON as VICE PRESIDENT of CLARION ASSOCIATES OF COLORADO, LLC. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



R. LEE ROWE III
Notary Public, State of Florida
My Comm. Expires Aug. 21, 2011
Comm. No. DD 702807

[Signature]
NOTARY PUBLIC, STATE OF COLORADO FLORIDA

R. Lee Rowe III
(Name of Acknowledger Typed, Printed or Stamped)

DD 702807
Commission Number

The RFP describes in general terms a thoughtful approach to the development of a comprehensively revised Zoning Code for Pompano Beach. We believe that all of the principal elements discussed in the RFP are covered in the proposed work plan below.

Of course, we are flexible with respect to modifying any of the elements of this work plan to meet the City's goals and schedule for the project.

As a first step, the Clarion Team will review in greater detail the City's Comprehensive Plan and EAR, including the future Land Use Map, and adopted CRAs (the "plans"); the existing Land Development Code, including the Atlantic Boulevard Overlay District; the new Community Design Guidebook; the current official zoning map; examples of recently approved development permits, conditional approvals, modifications, exceptions, and variances; and other relevant plans, ordinances, and policies. Team members will analyze and compare the plan polices and land use map with the current Zoning Ordinance language, zoning map, and regulatory structure to identify key issues and opportunities in the code update project. This review will draw on the team's local and national experience with ways in which other jurisdictions solve the issues that need to be addressed in the Pompano Beach project. The Clarion Team will also review the recent Florida zoning and planning legislation and federal legislation relevant to planning and zoning issues, as well as recent major court decisions. This background review will form the basis for the initial meetings described below.

The Clarion Team will meet with the City project managers to discuss overall project goals and to finalize the project work plan and schedule. Get-acquainted meetings will be held with other City staff (e.g., city attorney, CRA director and City officials (eg., architectural Planning and Zoning Board, board of appeals, city council members) as recommended by City staff. During the same trip, we will hold an initial meeting with the Planning and Zoning Board, which will act as the project advisory committee, to present the work program and provide an opportunity for this group to offer early input – especially about effective public participation, outreach, and communication strategies. We will hold a similar meeting with an in-house technical advisory committee (TAC) made up of members of the planning department and other key departments and the city attorney's office.

Team members will also tour the City with the planning staff to see first-hand how key substantive issues are playing out in practice. As part of the reconnaissance during this trip, the Clarion Team and City staff will identify examples of desirable development patterns that should be preserved and protected, examples of development patterns the city might want to discourage, and examples of development options the City might want to make available or encourage in undeveloped/infill areas. Special attention will be given to the Downtown, Atlantic Boulevard, the beachfront, and underutilized areas around canals.

Out of these initial project meetings, the Clarion Team will start preparation of text and graphic representations of key places in Pompano Beach that are consistently identified or targeted as “areas of change” and “areas of stability.” The “areas of change” may include the Downtown and the CRAs and one or more of the City’s older commercial corridors. The Clarion Team understands that it is not the intent or goal of the project simply to increase density in these areas but to encourage quality, compatible development in appropriate locations. “Areas of stability” may include many of the City’s stable residential neighborhoods. The graphic compilation will also incorporate examples of development patterns collected during the team’s reconnaissance tour of the City, including patterns prevalent in the City’s.

Limited Access Highway Corridors;
East-West Coastal Access Arterial Corridors;
North-South Coastal Arterial Corridors;
Regional Centers (such as the Downtown core); and
Neighborhood Centers.

This exercise will help inform and guide the issue/problem definition task described in Task I-4 below.

Also at the beginning of Phase I, the Clarion Team will finalize and discuss a detailed public participation strategy with staff that takes full advantage of the various forums available to the City (e.g., the City’s website, cable TV, etc.) that we have found quite helpful in other code projects. As a starting point, we propose a significant amount of public involvement through:

- regular meetings with the Planning and Zoning Board,
- a wide variety of general public outreach and communication efforts – including a dedicated project website and group interviews,
- several strategically-timed citywide forums and workshops; and
- several focused work sessions with the City’s advisory boards and the City Commission at important steps during the process.

In most of our code projects, at a minimum, the Clarion Team meets with the project advisory committee (the Planning and Zoning Board in this case) and the staff TAC during each of the incremental tasks of the update project (i.e., before and after completion of the Code Diagnosis, after completion of the Alternatives Report, and after completion of each increment of the initial draft of the code document). City staff typically complements the team’s efforts by conducting additional meetings with the Planning and Zoning Board and other groups as necessary.

Should the City decide to include public forums in addition to regular meetings with the Planning and Zoning Board, we suggest that each facilitated public forum be aimed at neighborhood groups and the general public. Each public forum would last two to four hours, and would occur to:

- Help frame issues and define code problems/challenges and opportunities (start of Phase I),
- Present the Code Diagnosis (end of Phase I),
- Discuss and evaluate the Alternatives Report (Phase II), and
- Review the completed, draft code document (Phases III and IV).

Because consulting team member WRT is based in close proximity to Pompano Beach, we will also be available to meet with other important groups or constituencies who should be kept informed about the project, such as the Chamber of Commerce, local neighborhood or business groups, etc.

The Clarion Team prides itself on a strong public involvement track record in our code revision projects. We also pride ourselves on being excellent communicators, meeting facilitators and educators who can build public support for changes in land-use regulations — even on controversial issues

Regardless of the type of public input process selected, the importance of effective public input and education cannot be overstated. With a strong citizen/stakeholder involvement process, adoption of significant revisions need not be a warlike experience. Without it, adoption is often very difficult. Consequently, this work program contemplates further discussion of this issue during the initial stage of the project.

The public participation strategy will clearly describe the respective roles of the Clarion Team and City staff in preparing for, and conducting the agreed-upon range of public outreach and communication efforts. At this early point in time, the Clarion Team expects to facilitate all major public forums, City Commission status meetings and special work sessions, and regularly scheduled Planning and Zoning Board meetings. The team will take the lead in creating handout materials, visual presentations, and other related materials for these meetings.

In addition, the Clarion Team will assist the city in creating a project-specific website for the project (or help in preparing links within the city's existing website) that will provide an up-to-date stream of public information about the project goals, project schedule and status, ways for the public to get involved — including an avenue for online comments, and links to key work products. The Clarion Team will also work with the City's public information officers to ensure timely press releases and inclusion in City newsletters and citywide website content

Following the document review and initial meetings, the Clarion Team will oversee an intensive initial discussion of land use and development issues with a wide variety of stakeholders. Stakeholders will include City staff, the Planning and Zoning Board, and the City's elected and other appointed officials. In addition, with staff's guidance, the Clarion Team will also interview key players in the local development process to get their views on the same topics (e.g., developers, planners, lawyers, engineers, decision-makers, citizen groups, etc.). Stakeholder interviews will occur in small groups or one-on-one. These discussions and review will give the Clarion Team a clear understanding of how the existing Zoning Ordinance works and doesn't work in practice, and key issues and practical problems that need to be addressed by the new code, including steps to bring the code into closer conformity with the City's Comprehensive Plan.

Interdepartmental communication and coordination will be very important to the ultimate success of a revised zoning code in Pompano Beach. Therefore, we will develop a written survey for circulation to key staff in departments other than the Zoning Department (like Public Works and the Utilities Department) to assist in producing a methodical analysis and record of strengths and weaknesses of the existing code. We also recommend forming an interdepartmental staff "technical" working group for regular consultations on the project during its life.

Following the stakeholder interviews, the Clarion Team will facilitate the first public forum. This forum will be part of the issue/problem identification and definition task of the project. The team will solicit opinions –what's wrong and right with the development codes and development patterns in Pompano Beach. We will actively and visually engage the public with a series of graphic images intended to elicit reaction (both positive and negative) to a series of possible redevelopment and reinvestment patterns in the City – in both identified areas of change and areas of stability.

Based on information gathered during the previous tasks, the Clarion Team will prepare a Code Diagnosis of the current Pompano Beach Zoning Ordinance. The Diagnosis will frame community objectives about what structural/procedural and substantive changes need to be undertaken in the code update project if community goals are to be met.

It will include a review of the Comprehensive Plan in relation to the existing Zoning Ordinance regulations for their conformity with substantive plan goals, and to determine what code modifications should be made to ensure the new code is in compliance with the adopted Comprehensive Plan. A matrix will be prepared to ensure a systematic review and evaluation of the Comprehensive Plan and existing regulations. Any plan components that may need to be addressed during the update will be identified for discussion in the Diagnosis. We will also review the Future Land Use Map and identify areas of inconsistency with the Official Zoning map. This work plan assumes that City staff will be responsible for preparing and processing any proposed amendments to the Comprehensive Plan and/or Future Land Use Map as a result of this consistency review.

As requested in the RFP, the Code Diagnosis will be organized to discuss: (1) substantive issues, (2) procedural issues, and (3) the format of the new zoning code. The Diagnosis will

include suggestions and options for implementing the identified project goals. These suggestions and options might include:

Reorganizing the code for increased user friendliness (through structural modification; the use of headers, footers, and cross references; and the increased use of tables, graphics, and illustrations);

Evaluating ways to make development review more procedurally efficient and predictable;

Identifying existing code barriers to reinvestment and redevelopment and shaping development that recognizes the unique qualities of the City and suggesting options for their removal or modification;

Modernizing and consolidating existing zone districts, their densities, intensities, and uses, including industrial districts to ensure the regulations reflect changes to south Florida's economy as well as the changing nature of industrial uses;

Evaluate and update the City's planned development districts;

Drafting a framework for new neighborhood conservation overlay districts (as a means of protecting the character of established neighborhoods);

Drafting basic, realistic commercial and industrial design and development standards (including standards for big box retail development) to enable and encourage higher quality development – drawing upon the Community Design Guidebook and any other urban design evaluations already completed;

Improving landscaping, buffering, tree protection, exterior lighting, and fencing standards;

Evaluating and refining parking standards (including provisions for increased flexibility and requirements addressing surface parking location);

Reviewing sign code provisions to be drafted by staff and offering commentary;

Drafting form-based district regulations for strategic locations in the City (e.g., the most critical "areas of change"); and

Drafting new standards to address development and redevelopment on nonconforming lots (such as a sliding scale approach to addressing nonconforming site aspects during redevelopment, or contextual compatibility standards) exclusive of the variance procedure.

The Clarion Team will integrate examples of (1) desirable development patterns that the City might consider preserving, protecting, and encouraging through new substantive regulations in the new code, (2) examples of development patterns the City might want to discourage, and (3) examples of development options the City might want to make available or encourage in redevelopment areas.

Finally, as part of the Diagnosis, the Clarion Team will analyze the official Zoning Map to identify generally areas where there are mismatches between current zone district designations and the desired land uses as discussed in the plan. The report would focus in particular on identified "areas of change" and related reinvestment issues, identified "areas of stability" and related character preservation issues, and the transitions between the two.

The first draft of the Diagnosis would be for internal City staff review only; that review would give staff the time to notify the Clarion Team of any factual errors or major issues that should be adjusted in the document prior to public review.

After City staff reviews the staff draft of the Diagnosis and provides a consolidated set of written comments, Clarion will review and convene meetings with the Planning and Zoning Board, City Commission, and others as appropriate to discuss the Diagnosis and receive comments. The purpose of the meetings will be to review and discuss the Diagnosis' identified goals for the code update, and receive input on the procedural, structural, and substantive issues that should be addressed in the revision effort. The general objective of these meetings will be to gain consensus on the general scope and parameters of the issues to be addressed in the drafting of the new code and zoning map and to set priorities for addressing these key issues. In our experience, obtaining early consensus on issues contained in the Diagnosis is a crucial step toward ensuring that the remainder of the process proceeds smoothly and effectively.

The Clarion Team will work with City staff to craft opportunity/problem statements about key issues in the Diagnosis to focus discussion at the public meetings and workshops and to establish priorities among these statements, as requested in the RFP. To expedite this process, we will include drafts of the key issue statements in the text of the Diagnosis itself and use our meetings with the Planning and Zoning Board, City Commission, and other groups to obtain feedback and consensus on the statements.

Clarion Team Responsibilities/Deliverables

- Preliminary review of code, plans, and related documents
- Public participation strategy and detailed project schedule
- Draft survey to circulate to City departments
- Interviews with key staff, elected and appointed officials, members of development community, and other stakeholders familiar with the Zoning Ordinance
- Facilitate project meetings, Planning and Zoning Board meetings, and Public Forum #1
- Staff draft of Code Diagnosis Report and key issue statements
- Public review draft of Code Diagnosis Report and key issue statements
- Work with Planning and Zoning Board and City staff to achieve consensus on key issue statements

City Staff Responsibilities

- Send copies (hardcopy and electronic) of current land development regulations/plans to Clarion Team
- Provide plans and other relevant background materials to Clarion Team
- Prepare database of names and addresses for public participation
- Organize and schedule all stakeholder interviews and Planning and Zoning Board meetings
- Participate in stakeholder interviews as appropriate
- Circulate survey to City departments
- Review staff draft of Diagnosis Report and provide consolidated written comments
- Work with Clarion Team and Planning and Zoning Board to develop final key issue statements

Trips

- One (1) two-day trip to meet with city staff, tour city, conduct kick-off meetings with Planning and Zoning Board, City Commission, and others (Trip 1)
- One (1) one-two trip for interviews and Public Forum #1 (Trip 2)

(cont)

- One (1), two-day trip to meet with City staff, Planning and Zoning Board, and City Commission, and others to review Diagnosis Report (Trip 3)

Schedule

Completed by December 2008 assuming July 1 project start-up date

Based on the results of Phase I, the Clarion Team will draft a detailed Alternatives Report that identifies and evaluates alternative regulatory approaches and implementation tools that are best-suited to solving the issues identified in the key issue statements and Diagnosis. The document will build on the organizational system introduced in the Diagnosis by grouping the alternative approaches into issues of (1) substance, (2) procedure, (3) format, and (4) mapping.

In addition to discussing the alternatives, the report will also present a proposed outline structure for the new code document. The Annotated Outline will set out the proposed structure of the new zoning code, and provide commentary explaining the purpose and scope of each article and section. It will also include the rationale behind and advantages of proposed approaches, with examples from other communities, as appropriate. The issues that will be addressed in the Annotated Outline will include, at a minimum, the issues outlined above as the focus of the Diagnosis.

After completion of a draft of the Alternatives Report by the Clarion Team, it will be circulated to City staff for review and comment. City staff will provide the consultants a consolidated set of written comments on the draft Alternatives Report. The Clarion Team will then finalize the report for public distribution in the following tasks.

The Alternatives Report will include a comparative analysis of the pros and cons of each of the alternative regulatory approaches/tools in relation to:

- Plan implementation,
- User-friendliness,
- Feasibility and effectiveness based on use in other communities,
- Impact on the Zoning Map, and
- Legal defensibility

Based on this evaluation/testing, the Clarion Team will make a recommendation as to the preferred approach and tools.

Following the evaluation exercise, the Clarion Team will facilitate a meeting with the Planning and Zoning Board to present the Alternatives Report and comparative evaluation, discuss the alternative approaches, and obtain feedback. The purpose of this meeting is for the Planning and Zoning Board to select a set of preferred regulatory approaches that best address the key issue statements (opportunity/problem statements) developed in Phase I. The Clarion Team will also meet with the Planning and Zoning Board and elected officials to report and discuss the Planning and Zoning Board's selection of a preferred approach. A critical element of the discussion with the Planning and Zoning Board and City Commission will be the impact of the preferred alternative(s) on the official Zoning Map, and what possible map changes could mean for land owners in the City.

After direction from the appointed and elected officials, the Clarion Team will facilitate Public Forum #2 to present the preferred regulatory approach, discuss how the preferred approach would likely be implemented through changes to the official Zoning Map (if any) and what that means for land owners in the City, and answer questions from the community.

The Alternatives Approach step is critical because it helps clarify how new and old sections of the regulations would work as a whole, and gives City staff, the Planning and Zoning Board, elected officials, other review boards and city agencies, and the public an early opportunity to make corrections or suggest other approaches before a complete revised code draft has been produced.

Following the selection of preferred approach and public discussion, the Clarion Team meet with City staff to reevaluate the work plan, calendar, and budget to determine whether any modifications are necessary based on changes in the scope.

After the general framework for the new code is agreed upon during the review of the Alternatives Report, the VIC Group will travel to Pompano Beach to conduct a demonstration of the Visual Interactive Code. The VIC Group will then prepare a memorandum outlining the proposed web site framework into which the new code will be inserted. This framework will allow the inclusion and use of both text and graphics and provide for unlimited browsing and use of "links" that will allow users to instantly jump from key words/phrases to related definitions, illustrations, and/or commentary. The memo will be forwarded to City staff for their review, and then the Clarion Team will conduct a conference call with City staff to review the memo and reach a consensus with staff about the web site framework that will be used for the code.

The computerized version of the Zoning Code will include the following features, at a minimum:

- A dynamic table of contents, keyword index, pin-point searching, and hyperlinks for cross-references and defined terms;

- Approximately 80 photos, graphics, diagrams, and charts (taken from the code drafts); and

- Two pop-up illustrated commentaries (sequences of up to eight images or video clips).

Additional issues to be addressed in the memo will include the range of options available for ongoing maintenance and update of the digital version of the code, options for staff training, and the technical requirements for serving the code on-line.

Clarion Team Responsibilities/Deliverables

- Preliminary (Staff) and final drafts of Alternatives Report
- Conduct evaluation/testing of alternative regulatory approaches, prepare summary of evaluation
- Facilitate two meetings with the Planning and Zoning Board
- Facilitate Public Forum #2
- Demonstration of Visual Interactive Code (VIC) to City staff
- Summary memo on proposed framework for computerized code (digital)
- Conference call with City staff regarding computerized code
- Conference call or meeting with City staff regarding next steps and organization of delivery of draft code in several discreet modules (See Phase III)

City Staff Responsibilities

- Review preliminary draft of Alternatives Report and provide consolidated written comments
- Organize meetings of the Planning and Zoning Board and other entities/public (including notices)
- Meet with Clarion Team, as necessary, to reevaluation project budget and schedule
- Organize Visual Interactive Code (VIC) demonstration, review and provide comments on computerized code framework memo
- Conference call or meeting with Clarion Team regarding computerized code
- Conference call or meeting with Clarion Team regarding next steps and organization of delivery of draft code in several discreet modules (See Phase III)

Trips

- One (1), two-day trip to facilitate meeting on Alternatives Report with the Planning and Zoning Board and to facilitate other meetings as desired (Trip 4)
- One (1), one-day trip to facilitate Public Forum #2 (Trip 5)
- One (1), one-day trip to demonstrate the Visual Interactive Code (VIC) (Trip 6)

Schedule

Complete by July 1, 2009, assuming a July 1, 2008, project start-up date

Based on the Alternatives Report and the selected approaches and implementation tools, the Clarion Team will develop a new draft zoning code that is user-friendly and includes the agreed-upon format, substantive and procedural changes. The new code will emphasize the use of photos, graphics, tables, and charts to explain zoning and land use concepts, instead of voluminous text. The draft will include commentary where necessary to explain changes from current practice and the rationale behind new provisions. The new code will contain \$10,000 worth of new illustrations (about 40 simple line illustrations) and photos appropriate for illustrating important substantive standards and zoning concepts. All illustrations will be in rough draft form for the preliminary drafts, as necessary, and will be finalized in the final draft. The preliminary draft will be intended for discussion and testing primarily among city staff, the Planning and Zoning Board, and the Clarion Team.

Because the code will include a substantial amount of new information, it will be difficult for any review body to digest it in a single meeting. Therefore, the draft will be produced in three or four manageable sections consisting of related chapters of the code, each of which will be sent to staff serially for review. One possible organization for this material could be: (1) citywide development and design standards; (2) all other zone districts and use regulations, and (3) procedures/administration and any other zoning code revisions. However, the exact composition and schedule for the drafting will be agreed to with the City following the completion of the Alternatives Report.

If form-based regulations are included in the code, we expect they will address issues of urban form and character along the targeted corridors, the Downtown or "area of change." Decisions on the desired approach will be made during the preparation of the Alternatives Report. Form-based standards typically address the following:

- Site design (building location/build-to lines, public spaces, etc.);
- Building design (building mass, scale, façade articulation, location/design of entrances, etc.);
- Access and circulation (street and sidewalk network);
- Parking (design and relation to buildings and streets); and
- Other design features as determined.

If utilized, form-based design provisions will be integrated into the new code as a series of development standards, overlay district provisions, or a combination of the two.

In addition to the form-based provisions, the new code will also include a series of tailored infill design standards addressing issues such as landscaping, setbacks, open space, and parking. The focus of these standards will be on context -- to protect the character and existing template of development in established and stable portions of the City while promoting compatible infill and redevelopment.

A cover memorandum that summarizes major new features and policy changes from the current development code will accompany delivery of each draft module of the revised zoning code.

Because the new code is expected to contain new development standards (e.g., commercial design standards, infill regulations) that could substantially affect development and redevelopment in Pompano Beach and will introduce tools not currently in use in the City, testing of those standards is highly advisable. As part of Phase III, the Clarion Team will test the standards to demonstrate how various proposed design and development standards would actually be implemented in various neighborhoods, corridors, commercial areas, and other parts of the City and to determine if they are physically feasible.

This would be done through the testing of proposed standards on model site plans -- ideally, either prototypical or actual plans of projects being proposed by local developers, or through projects recently approved by the City. At this point in time, we would expect to test the proposed standards on site plans for a single-family and a multi-family development (in a typical infill location), commercial infill development or redevelopment along one of the

City's older transportation corridors, a neighborhood-oriented commercial center on an infill site, and an industrial development. The testing of proposed standards on actual site plan enables City staff and elected officials to better understand the practical implementation issues associated with proposed standards (e.g., new design standards on commercial and industrial development).

The testing would take place after completion of the code module dealing with development and design standards. The Clarion Team would conduct the testing in a workshop format that would be attended by City staff, selected representatives from the development community (such as architects, planning consultants, etc.), and others as appropriate. The results would be presented at a workshop with the Planning and Zoning Board (members of the City Commission would be invited to attend).

This particular task is focused on testing of design and development standard provisions in the preliminary drafts. The RFP, however, also identifies the need for other types of "testing" to ensure that procedures are correct and legally defensible under the Pompano Beach City Charter and Florida state and other applicable laws. Throughout the drafting process, the Clarion Team will accomplish this type of procedural and legal testing through regular communications with the interdepartmental staff working group, including a representative from the Pompano Beach City Attorney's office who regularly deals with land use matters.

Both Clarion and WRT have had experience with such testing in other communities. WRT would lead this effort, with substantial support from Clarion team members in the intent and interpretation of the written text.

After staff and Planning and Zoning Board consideration, evaluation, and testing of alternative approaches represented in the Preliminary Draft, the Clarion Team will refine the Preliminary Draft modules into a Discussion Draft (again, in three or four manageable sections or modules) for wider public distribution and discussion. The Discussion Draft will be a refinement of the Preliminary Draft, but may include new alternative approaches if the original selected approaches are determined to be unsuccessful through testing and evaluation.

During the preparation of the Discussion Draft modules of the code, the Clarion Team will work with City staff to prepare a Preliminary Revised Draft of the official Zoning Map that reflects the preferred regulatory alternatives and policy direction received to date.

The Clarion Team will hold two meetings with the Planning and Zoning Board during Task III-3. The first meeting will present Modules 1 and 2 of the Discussion Draft of the new

code as well as the Preliminary Revised Zoning Map. Feedback on the map will be incorporated into a second version of the Preliminary Revised Zoning Map, which will be presented to the Planning and Zoning Board at a second meeting, along with the Discussion Draft of Modules 3 and 4. The Clarion Team will subsequently meet in joint work session with the Planning and Zoning Board and City Commission to present the Preliminary Revised Zoning Map, the Planning and Zoning Board's recommendations regarding the Zoning Map and the Discussion Draft.

Based on the code testing, Planning and Zoning Board comments, as well as input from the City Commission, the Clarion Team will revise the Discussion Draft modules to create a consolidated Public Review Draft of the new development code to be presented to the public for consideration prior to the adoption process. This "public review" draft would include final versions of all illustrations, graphics, and photos. We will also prepare a final cover memorandum summarizing all major changes from the current code. The document will be produced in Microsoft Word. In addition to the Public Review Draft version of the code, the Clarion team will also revise the Preliminary Revised Zoning Map to create a Public Review Draft Zoning Map for public review and consideration. **(NOTE: NEED FURTHER DISCUSSION RE SCOPE AND BUDGET FOR ZONING MAP UPDATE)**

The Clarion Team, with the help of City staff and Planning and Zoning Board members, will convene two public forums, held at different locations across the City, to present the Public Hearing Draft of the revised zoning code, and to present the Public Review Draft Zoning Map that would accompany the revised code text during adoption. The Clarion Team recognizes that substantial amendments to the official Zoning Map can create considerable public anxiety, and that strategic, thoughtful public outreach will be vital. The exact strategy the Team will use to organize and run these public forums will be worked out during Phase I of this project, but will likely employ the full arsenal of techniques and tools – including interviews with the printed press and radio, coverage in relevant community/neighborhood newsletters, public access TV announcements and interviews, extensive website information and online feedback/comments, City Commissioner – sponsored forums, and the more traditional, face-to-face, citywide public meeting formats.

We assume that any modifications to the Future Land Use Map or Comprehensive Plan that would be necessitated by adoption of the proposed Zoning Map will be prepared and processed by the City staff. Additional discussion is needed regarding the timing and coordination of any required Comprehensive Plan amendments.

Clarion Team Responsibilities/Deliverables

- Prepare Preliminary Draft of the new development code (in three-four modules – structure to be determined by City and Clarion Team after Phase II)

- Organize and facilitate testing workshop– focused on testing of development and design standards
- Prepare Discussion Draft of the new development code (in three-four modules)
- Facilitate Planning and Zoning Board meetings on each Discussion Draft code module
- Prepare Preliminary Revised Zoning Map for discussion (**NEEDS FURTHER DISCUSSION**)
- Facilitate Planning and Zoning Board meetings on the Preliminary Revised Zoning Map, and subsequent meetings with the Planning and Zoning Board and City Commission on the Discussion Draft modules and Preliminary Revised Zoning Map
- Prepare consolidated Public Review Draft of the new development code and Public Review Draft of the Zoning Map
- Facilitate two Public Forums to present the Public Review Draft code and zoning map

City Staff Responsibilities

- Organize meetings of Planning and Zoning Board, City Commission, and public (including notices)
- Review code and zoning maps drafts and provide consolidated written comments from staff reviewers
- Coordinate zoning map update with other city consultants

Trips

- Three (3), two-day trips to meet with City staff, Planning and Zoning Board, and/or City Commission, as appropriate, on the Preliminary Draft code modules (Trips 7, 8, & 9)
- Two (2), two-day trips to meet with the Planning and Zoning Board on the Discussion Draft modules and the Preliminary Revised Zoning Map, and to subsequently meet with Planning and Zoning Board and City Commission on the Discussion Draft code and Preliminary Revised Zoning Map (Trips 10 & 11)
- Two (2), one-day trips to facilitate Public Forums #3 and #4 (Trips 12 & 13) to consider the Public Review Draft code and zoning map

Schedule

Completed by July 1, 2010

Based on input from City staff, the City Commission, the Planning and Zoning Board, and the public during meetings in Phase III, the Clarion Team will make necessary changes and deliver a final Adoption Draft of the zoning code to the City for review. This draft of the code will include a custom cover page, consolidated table of contents, and index for ease of use by reviewers. It will be produced in a Microsoft Word (or other common word processing format). In addition, the Clarion team will prepare a GIS-based zoning map of the proposed zone districts (based upon the translation table included in the code document) in coordination with the city's GIS division.

Once the Adoption Draft of the Zoning Code is made available, the Clarion Team will be available to attend public hearings or workshops to present the draft, and answer any questions. It is assumed for purposes of this proposal that Clarion Team members will attend one public hearing/work session. Team members are available to attend additional work sessions or public hearings on a time and expense basis.

Additional discussion is needed on how the City will address any changes to the Future Land Use Map or Comprehensive Plan required to adopt the new zoning code or associated zoning

map. This proposal assumes that the City staff will be responsible for preparing and processing any required Comprehensive Plan amendments. The timing of review and approval of these amendments will also impact how the Clarion team will participate in the balance of tasks in this proposed Scope of Work.

Based on input received at the public work session(s) and/or public hearing(s) on the code, the Clarion Team will be available to make final revisions and deliver the City the final adopted version of the Zoning Code (The total maximum budget allocated for this task is \$10,000. The team would be available on a time/expense basis for additional work.)

Clarion Team Responsibilities/Deliverables

- Adoption Draft of Development Code (one master hard copy and one electronic version)
- Final Revised Zoning Map in ArcView 3.2 & ArcMap 8.1 (plus 5 full-size paper copies)

FURTHER DISCUSSION NEEDED RE MAPPING FORMAT, ETC.

- Present Adoption Draft of code and map at one work session or public hearing
- Make final code edits for publication

City Staff Responsibilities

- Coordinate with team on mapping issues
- Organize work session/public hearing, as appropriate

Trips

- One (1), one-day trip for work session and/or public hearing (Trip 14)

Schedule

To be mutually agreed upon between City staff and Clarion team

The final phase would transform the city's new development code into a visual, interactive version in HTML, to be available on CD-ROM and on the City's web site. The Visual Interactive Communications Group (VIC Group) will be responsible for this task. Creation of a computerized version of the new code will involve a number of specific sub-tasks, some of which will occur concurrently with the first four phases discussed above.

First, as described in Phase II, Task 3 above, following the review of the Alternatives Report and the selection of preferred alternatives, the Clarion Team will develop the web site framework into which the new code will be inserted. This framework will allow the insertion of both text and graphics and provide for unlimited browsing and use of "links" that will allow users to instantly jump from key words/phrases to related definitions, illustrations, and/or commentary.

The Clarion Team will also work with City staff to identify key standards, processes, and concepts to be illustrated in the revised document. One commentary includes up to an eight-image "slide-show" or one short video-clip and a paragraph of explanation. The final quantity of commentary will depend on the type of illustration used (photo, visual simulation, full motion video), the availability of existing images, and similar factors.

Once the final code language is approved and adopted, the VIC Group will produce the final computerized version in HTML format. Four copies on CD-ROM will be provided and the document also will be sent via "ftp" (file transfer protocol) to the city's web site/server.

Finally, if the City desires to make frequent changes to the document, the VIC Group can train technically competent staff to do this. Timing for this training, at facilities provided by the City, can be established at the City's convenience directly with the VIC Group. It would typically involve one two-day trip to Pompano Beach to meet with staff and conduct training sessions. The estimated completion date would depend upon scheduling and the availability of graphics for illustrations.

Clarion Team Responsibilities/Deliverables

- Beta digital version of the adopted code, based on framework memo developed in Task II-3
- Finalized digital version of the adopted code
- 4 CD-ROMS containing computerized code

City Staff Responsibilities

- Upload and test beta version of digital code
- Provide comments on the beta version of the digital code

Trips

One (1), two-day trip by VIC Group professionals for training purposes (Trip 15)

Schedule

To be mutually agreed upon between City staff and Clarion Team

After adoption of the new Zoning Code, the Clarion Team will provide two separate training sessions for City staff, review agencies and bodies, and decision-making bodies. As part of the training, the Clarion team will provide (1) a PowerPoint presentation describing the key attributes of the new code and major changes from the previous code; and (2) written checklists and similar user guides to help staff and applicants navigate the new code.

Clarion Team Responsibilities/Deliverables

- Prepare written checklists and user guides to aid in the administration of new code
- Prepare PowerPoint presentation describing key attributes of revised code
- Facilitate training sessions for City staff, review agencies and bodies, and decision-making bodies

City Staff Responsibilities

- Review and provide consolidated written comments on the user guides and presentation
- Organize two training sessions for city staff, review agencies, and decision-making bodies

Trips

Two (2), one-day trips for training purposes (Trips 16 & 17)

Schedule

To be mutually agreed upon between City staff and Clarion Team

The following tables present a summary of the Clarion Team's proposed budget for the Zoning Code project. The total proposed, not-to-exceed project budget is \$557,000. This budget, we believe, is true to the detailed scope of work outlined in the City's RFP, and includes over \$50,000 in travel time and expenses for team members to make 17 different trips to Pompano Beach to facilitate more than 23 meetings with staff, elected and appointed officials, the Planning and Zoning Board, and the general public in four separate community-wide forums. That translates to a total of approximately 90 consultant work days devoted entirely to time spent in the City of Pompano Beach to attend and facilitate meetings across the two-year expected life of this project. In addition, the proposed budget includes approximately \$40,000 for physical testing of draft code provisions during Phase III.

Firm	Staff Member Hourly Billing Rate					
Clarion Associates	Duerksen (\$270)	Richardson (\$220)	Principal (\$150)	Meadows (\$125)	McDonald (\$80)	
WRT	Fernsler (\$250)	Rouse (\$150)	Micale (\$150)	Planner (\$125) (in CG)	Urban Designer (\$125)	3-D Visualization (\$100)
Plan-It US	Dedenbach (\$150)					
VICgroup	(Not applicable)					

Total Fees and Travel Expenses By Phase						
	PHASE 1 Analysis/Issue Definition	PHASE 2 Alternative Approaches/ Testing	PHASE 3 Code Drafting	PHASE 4 Adoption Draft	PHASE 5 VIC Code	PHASE 6 Staff Training
Total Fees	\$133,000	\$62,000	\$245,000	\$35,000	\$25,000	\$18,000
Travel Expenses	\$11,000	\$7,000	\$15,000	\$2,000	\$2,000	\$2,000
Phase Total	\$144,000	\$69,000	\$260,000	\$37,000	\$27,000	\$20,000

Total Fees By Subcontractor		
Firm	Total Fees	Percentage of Total
Clarion	\$391,000	70.2%
WRT	\$107,000	19.2%
Plan-It	\$30,000	5.3%
VIC	\$29,000	5.2%
TOTAL	\$557,000	100%

SCHEDULE (Assumes July 1, 2008, Project Start Date)						
Task	Dec 2008	July 2009	Dec. 2009	July 2010	Dec 2010	
Task 1—Analysis/Problem Definition	■					
Task 2—Alternative Approaches		■				
Task 3—Code Drafting			■	■		
Task 4—Adoption Process				■	■	
Task 5—Computerization					■	
Task 6—Staff Training					■	

Exhibit B

The following insurance coverage shall be required.

1. 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.

2. Liability Insurance
 - a) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.

 - b) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

3. Real & Personal Property Insurance

The Contractor is responsible for any loss or damage to tools, equipment and supplies at the job site and is also responsible for any loss or damage to buildings being constructed until that building is completed and a certificate of occupancy is issued.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
GENERAL LIABILITY	MINIMUM \$1,000,000 OCCURRENCE/AGGREGATE	
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	

AUTOMOBILE LIABILITY

MINIMUM \$1,000,000 OCCURRENCE/AGGREGATE

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

REAL & PERSONAL PROPERTY

__	comprehensive form		\$ _____	\$ _____
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EXCESS LIABILITY

		bodily injury and property damage		
		combined		
XX	umbrella form			
__	other than umbrella		\$1,000,000.	\$1,000,000.

XX **PROFESSIONAL LIABILITY** **MINIMUM \$1,000,000 OCCURRENCE/AGGREGATE**

The certification or proof of insurance must contain a provision for notification to the City ten (10) days in advance of any material change in coverage or cancellation.

Robin Bird

From: Chris Duerksen [cduerksen@clarfonassociates.com] 3:17 PM
Sent: Tuesday, March 11, 2008 9:48 PM
To: Robin Bird
Cc: 'Craig Richardson'
Subject: Pompano Beach Zoning Code Revision Project--Revised work plan and budget
Attachments: Pompano Beach Revised Work Plan.pdf

Hi Robin—Please find attached a revised work plan, budget, and schedule for the code rewrite project based on our discussions. I have carefully reviewed all of the changes outlined below so that they fit within the scope and language of the city's original RFP.

Based on our discussions, I have been able to pare about \$38,000 from the budget (down to \$557,000 from \$595,000). Deductions and additions are as follows:

Deductions:

\$10,000	Task 1-4	Deleted formal visual preference survey (not called for by RFP).
\$40,000	Task II-2	Deleted formal physical testing/modeling of alternatives. Will evaluate/test alternatives as discussed in proposal
\$10,000	Phase III	Reduced budget for illustrations from \$20,000 to \$10,000. Will supplement with photos as we did in Franklin.

Total Deductions: \$60,000

Additions:

\$5,000	Task 1-4	Added extra day for public forum and interview trip.
\$2,000	Task 1-5	Added time for review of staff draft of sign code
\$10,000	Task IV-3	Final code revisions not optional—included in project budget
\$5,000	Phase V	Added additional funds for code computerization based on current cost vs. 2006.

Total Additions: \$22,000

TOTAL DEDUCTIONS (\$60,000 MINUS \$22,000) = \$38,000

The attached work plan contains the following significant revisions/additions that we discussed:

1. Page 1: The Planning and Zoning Board will serve as the project advisory committee.
2. Page 3: The formal visual preference survey has been deleted.
3. Page 4: The term "problem" discussion has been replaced with "issue/problem discussion." Similarly, the so-called "problem statements" are now called key issue statements or "opportunity/problem statements" on page 6.
4. Page 5: Sign code review has been added to the list of key topics as well as reference to revising the industrial zone districts and standards.
5. Page 7: Detailed physical testing/modeling of alternative approaches has been replaced by testing/evaluation based on plan implementation ability, user-friendliness, etc. Testing is focused in Phase III after standards have been drafted (page 10).
6. Page 9: The budget for drawn illustrations has been reduced to \$10,000. We will rely on more photos to illustrate key concepts, standards, etc.
7. Page 11: Further discussion is needed about the zoning map and relationship with the city's current map consultant.
8. Page 13: Final code revisions are part of the core project budget, not an option.
9. Pages 16-17: Revised project budget of \$557,000 (reduced from \$595,000). Project schedule added.

3/28/2008

Robin Bird

From: Chris Duerksen [cduerksen@clarionassociates.com]
Sent: Tuesday, March 11, 2008 5:32 PM
To: Robin Bird
Subject: RE: Zoning Code Contract

Robin—I have completed a quick read of the draft contract. I see three primary issues with it:

Paragraph 2: It should refer to the zoning code rewrite, not to a regional policy plan

Paragraph 12: We typically are given the right by the city to use project public information for marketing and other purposes after the project is completed.

Paragraph 16: This is a major issue. Our obligation to defend and indemnify needs to be limited to any negligent acts and omissions by Clarion. This is standard in all of our contracts. Our liability insurance will not cover a blanket clause like it is now written. I would be happy to discuss this with the city attorney if necessary. For acceptable language, see the draft contract I sent you.

Hope this helps. Chris

From: Robin Bird [mailto:Robin.Bird@copbfl.com]
Sent: Tuesday, March 11, 2008 3:12 PM
To: Chris Duerksen
Subject: FW: Zoning Code Contract

Chris,

This is a preliminary corrected draft. I must meet with the Attorney to review it but I wanted to give you the heads up. To get your comments if any.

Yours truly,

Robin M. Bird
Zoning Director
100 West Atlantic Boulevard
Pompano Beach, Florida 33060
robin.bird@copbfl.com
Phone (954)786-4634
Fax (954) 786-4666

From: Erin Gill Robles

3/28/2008

Sent: Tuesday, March 04, 2008 4 45 PM

To: Robin Bird

Subject: Zoning Code Contract

Robin,

Attached is a draft services contract for Clarion Associates of Colorado. I used our offices "form" professional services contract and made adjustments based on the information in the original draft that you provided to Gordon.

Please review the agreement carefully and let me know if you have any questions or concerns. You will see that there are some areas that need to be clarified. Specifically, the payment section needs to be more specific or refer to an exhibit. Also, Ed Beecher should be contacted with regard to insurance requirements. You can make changes yourself or call me to discuss and I will make the changes, but either way, I'd like to review the agreement one more time before it goes to the contractor.

<<Service Contract - Zoning Code.doc>>

Thanks,

Erin

**CITY OF POMPANO BEACH
Broward County, Florida**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND CLARION ASSOCIATES OF COLORADO, LLC FOR A ONE-YEAR EXTENSION OF THE CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a First Amendment to the Service Contract between the City of Pompano Beach and Clarion Associates of Colorado, LLC, to extend the original agreement for an additional one-year period, a copy of which First Amendment is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said First Amendment.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.


PASSED FIRST READING this 23rd day of March, 2010.

PASSED SECOND READING this 13th day of April, 2010.



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

/jrm
2/23/10
L:ord/2010-142

3. The parties hereto agree to extend the original Agreement for one (1) additional one-year period, ending July 1, 2011.

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

Cristine Wodka

By: [Signature]
LAMAR FISHER, MAYOR

Shelley R. Bartholomew

By: [Signature]
DENNIS W. BEACH, CITY MANAGER

Attest:

[Signature]
MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved by:

[Signature]
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

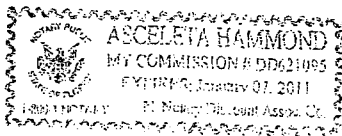
The foregoing instrument was acknowledged before me this 19th day of April, 2010 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Asceleata Hammond
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



"CONTRACTOR":

Witnesses:

[Signature]
Jacqueline Miles

CLARION ASSOCIATES OF COLORADO, LLC, a Colorado limited liability company

By: [Signature]

ROGER S. WALDON
Typed or Printed Name

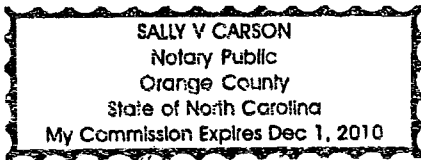
Title: PRINCIPAL

STATE OF North Carolina
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 8th day of March, 2010 by Roger S Waldon as Principal of CLARION ASSOCIATES OF COLORADO, LLC.

He/she is personally known to me or who has produced NC Drivers License # 3708496 ex 4/25/2010 (type of identification) as identification.

NOTARY'S SEAL:



[Signature]

[Signature]
NOTARY PUBLIC, STATE OF North Carolina

SALLY V. CARSON
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

GBL/jjm
2/22/10
l:agr/zoning/2010-738

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this 23rd day of June, 2008, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and CLARION ASSOCIATES OF COLORADO, LLC, a Colorado 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 these 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, if needed; 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 services to prepare a revised regional policy plan, development of guidelines for a plan conformance process, and defining the term "project of regional significance," 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.

4. **Term of Contract.** The Contractor shall commence services on July 1, 2008 and shall continue until completion of Scope of Work. The services shall be undertaken and completed in such sequence as to insure their expeditious completion, but in any event all of the services required hereunder shall be completed within two (2) years from the commencement of such services, on or before July 1, 2010.

5. **Renewal.** This Contract is not subject to renewal.

6. **Maximum Obligation.** City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to ensure 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 unless the services required in the Scope of Work are completed prior to the expiration of the term of the contract. The total amount to be paid by the City under this Contract for all services and materials, including out-of-pocket expenses and any approved subcontracts, shall not exceed a total contract amount of Five Hundred and Fifty Seven Thousand Dollars (\$557,00.00). It is acknowledged and agreed to by the Contractor that the dollar limitation set forth in this section is a

limitation upon and describes the maximum extent of the City's obligation to pay Contractor, but does not include a limitation upon Contractor's duty to perform all services set forth in Exhibit "A" for the total compensation in the amount or less than the guaranteed maximum stated above.

7. Invoices and Monthly Reports. Contractor shall submit invoices and monthly reports to the City as follows:

A. Invoices shall be submitted monthly based on a percent completion basis.

B. Hourly reports, reflecting services rendered toward the completion of the Scope of Work, shall also be submitted on a monthly basis along with the invoices.

8. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

9. 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.

10. 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: Craig Richardson
101 Market Street, Suite D
Chapel Hill, North Carolina 27516
Telephone: (919) 967-9188
Facsimile: (919) 967-9077

If to City: Zoning Director
City of Pompano Beach
Zoning Department, Third Floor
100 West Atlantic Boulevard
Pompano Beach, Florida 33060
Telephone: (954) 786-4609
Facsimile: (954) 786-4504

11. Information and Documents.

A. 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.

B. The Consultant shall deliver to the City's representatives for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the City under this Contract.

C. All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the City's expense shall be and remain the City's property. However, Contractor shall have the right to utilize such documents in the course of its marketing, professional presentations, and for other business purposes.

D. The City and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

E. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated thereby.

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

13. 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.

14. 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.

15. 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 negligent errors or omissions by Contractor in connection with the performance of this Agreement.

16. 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.

17. 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.

18. Audit and Inspection Records.

A. 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.

B. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. Severability.

A. 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.

B. 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.

C. 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.

D. 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.

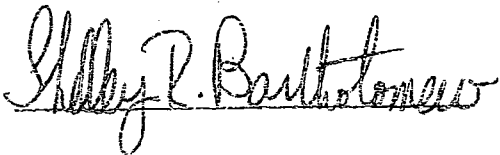
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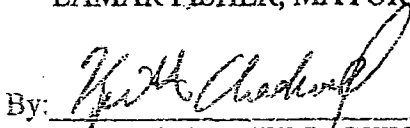
CITY OF POMPANO BEACH

Witnesses:



By: 
LAMAR FISHER, MAYOR



By: 
KEITH CHADWELL, CITY MANAGER

Attest:


MARY L. CHAMBERS, CITY CLERK

(SEAL)

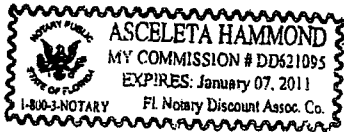
Approved As To Form:

Gordon B. Linn

GORDON B. LINN, ESQ.
CITY ATTORNEY
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 23rd day of June, 2008 by LAMAR FISHER as Mayor 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:



Asceleta Hammond
NOTARY PUBLIC, STATE OF FLORIDA

Asceleta Hammond

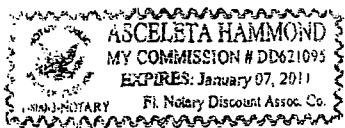
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 23rd day of June, 2008 by KEITH CHADWELL as City Manager 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:



Asceleta Hammond
NOTARY PUBLIC, STATE OF FLORIDA

Asceleta Hammond

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 23rd day of June, 2008 by MARY L. CHAMBERS 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.

Exhibit "A"

7028

NOTARY'S SEAL:

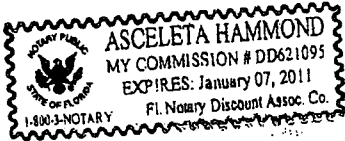
Asceleta Hammond
NOTARY PUBLIC, STATE OF FLORIDA

Asceleta Hammond

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR":



Witnesses:

CLARION ASSOCIATES OF COLORADO, LLC
a Colorado limited liability company

James A. Ward
W. W. W.

By: Craig Richardson
Craig Richardson
Typed or Printed Name
Title: Vice - President

FLORIDA
STATE OF COLORADO
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 16th day of June 2008 by CRAIG RICHARDSON as VICE PRESIDENT of CLARION ASSOCIATES OF COLORADO, LLC. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

R. Lee Rowe III
NOTARY PUBLIC, STATE OF ~~COLORADO~~ FLORIDA
R. Lee Rowe III
(Name of Acknowledger Typed, Printed or Stamped)
DD 702807
Commission Number

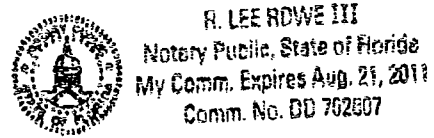


Exhibit "A"

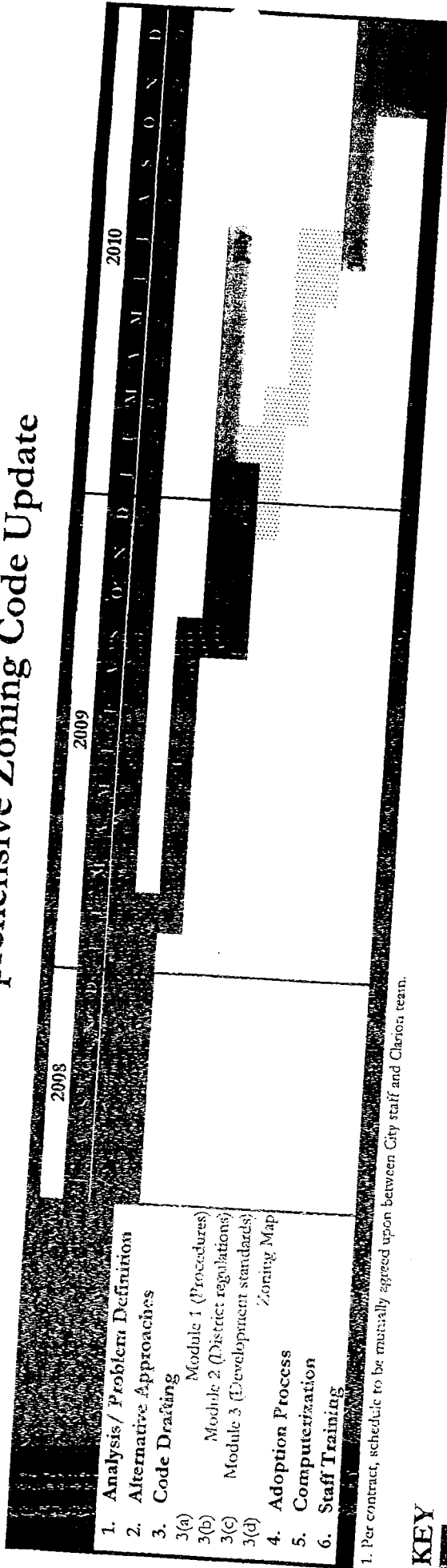
8 of 8

EGR/jrm
4/23/08
l:agm/zoning/2008-986

Exhibit "B"



Department of Development Services Comprehensive Zoning Code Update



1. Per contract, schedule to be mutually agreed upon between City staff and Clarion team.

KEY

Complete

To be completed

Phase 3 TASK complete

Phase 3 TASK to be completed