

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
THE GOLDSTEIN ENVIRONMENTAL LAW FIRM P.A.
FOR
BROWNFIELD PROFESSIONAL CONSULTING SERVICES**

THIS AGREEMENT is made between **The Goldstein Environmental Law Firm**, a Florida corporation, (hereinafter the “Consultant”), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the “City”).

WHEREAS, the Consultant and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for providing Brownfield Professional Consulting Services (the “Project”); and

WHEREAS, the Florida’s Brownfield Redevelopment Act provides the public and private sectors with a series of regulatory and financial benefits to facilitate the environmental clean-up and reuse of properties with environmental conditions (the “Brownfield Program”); and

WHEREAS, on November 2, 2016, the City of Doral (the “City”) enter into a Professional Services Agreement (the “Agreement”) with the Goldstein Law Firm to provide professional brownfield redevelopment services and assist with the development of the City’s Brownfield Program (the “Services”); and

WHEREAS, the Goldstein Law Firm and City staff have successfully designated several brownfield areas in the City, and prepared corresponding Brownfield Site Rehabilitation Agreements (“BSRAs”) with Miami-Dade County Department of Regulatory and Economic Resources to qualify for the regulatory and financial incentive provided by the state brownfield statutes; and

WHEREAS, the Goldstein Environmental Law Firm and City staff successfully secured \$500,000 in Voluntary Cleanup Tax Credits from the Florida Department Environmental Regulations for Doral Legacy Park under the Agreement for the environmental cleanup of the park; and

WHEREAS, the administration recommends that the Mayor and City Council approve a service order in an amount not to exceed \$40,000 to the Goldstein Law Firm to allow staff to expand the City’s brownfield program to include identification of grant opportunities and designation of potential brownfield area(s) of mutual benefit to the city and property owner(s).

WHEREAS, the City desires to engage the Consultant to perform the services specified below.

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

1. **Scope of Services/Deliverables.**

- 1.1 The Consultant shall furnish professional services to the City as set forth in the Scope of Services as specified in Exhibit "A," attached to this Agreement and incorporated herein by this reference.
- 1.2 The "Scope of Services" includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the City.

2. **Term/Commencement Date.**

- 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect for six months from the date of execution unless earlier terminated in accordance with Paragraph 8. The City Manager may extend the term of this Agreement up to an additional two (2) optional years by written notice to the Consultant
- 2.2 Consultant agrees that time is of the essence and Consultant shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

3. **Compensation and Payment.**

- 3.1 The Consultant shall be compensated in the following manner:

X A lump sum amount of \$40,000.00, regardless of the number of hours or length of time necessary for Consultant to complete the Scope of Services. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. A breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in the Scope of Services. Upon completion of the work, Consultant shall submit its bill[s] for payment in a form approved by the City. The bill[s] shall identify the services completed and the amount charged.

- 3.2 The City shall pay Consultant in accordance with the Florida Prompt Payment Act and in accordance with the schedules specified in the Scope of Services.
- 3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Consultant the undisputed portion of the invoice. Upon written request of the Finance Director, the Consultant shall provide written documentation to

justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. **Subconsultants.**

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

4.2 Any subconsultants used on the Project must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

5.1 Furnish to Consultant, at the Consultant's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Consultant, in possession of the City.

5.2 Arrange for access to and make all provisions for Consultant to enter upon real property as required for Consultant to perform services as may be requested in writing by the Consultant (if applicable).

6. **Consultant's Responsibilities.**

6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided by a professional planner under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Consultant's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the City Manager, the Consultant shall at Consultants sole expense, immediately correct the work.

7. **Conflict of Interest.**

7.1 To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. **Termination.**

8.1 The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Consultant, or immediately with cause.

8.2 Upon receipt of the City's written notice of termination, Consultant shall stop work on the Project.

8.3 In the event of termination by the City, the Consultant shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Insurance Exhibit B.

9.5 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted.

10. **Nondiscrimination.**

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

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

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

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

12.1 Consultant shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses,

suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Consultant's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Consultant's performance or non-performance of this Agreement.

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

13. **Notices/Authorized Representatives.**

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

For the City: Edward A. Rojas, City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Daniel A. Espino, Esq.
Weiss, Serota, Helfman, Cole, Boniske & Bierman
City Attorney
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, Florida 33134

For The Consultant: The Goldstein Environmental Law Firm P.A.
One Southeast Third Avenue, Suite 2120
Miami, Florida 33131
Office: 305-777-1680

14. **Governing Law.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

15. **Entire Agreement/Modification/Amendment.**

- 15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- 15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

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

- 16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the City under this Agreement shall be the property of the City.
- 16.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Consultant involving transactions related to this Agreement. Consultant shall keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- 16.3 The City may cancel this Agreement for refusal by the Consultant to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. **Nonassignability.**

- 17.1 This Agreement shall not be assignable by Consultant unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Consultant, and such firm's familiarity with the City's area, circumstances and desires.

18. **Severability.**

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

19. **Independent Contractor.**

19.1 The Consultant and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.**

20.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

21. **Waiver**

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

22. **Survival of Provisions**

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

23. **Prohibition of Contingency Fees.**

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

24. **Counterparts**

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

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Consultant by and through its President, whose representative has been duly authorized to execute same.

Attest:



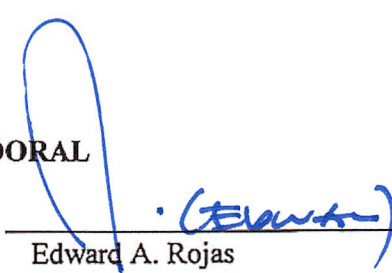
Connie Diaz, CMC
City Clerk

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:



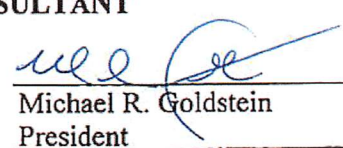
Dan Espino, City Attorney

CITY OF DORAL

By: 

Edward A. Rojas
Its: City Manager
Date: 1.24.17

CONSULTANT

By: 

Michael R. Goldstein
Its: President
Date: 1/24/17

THE GOLDSTEIN ENVIRONMENTAL LAW FIRM, P.A.
Brownfields, Transactions, Due Diligence, Development, Permitting, Cleanups and Compliance

One Southeast Third Avenue, Suite 2120
Miami, Florida 33131
Telephone: (305) 777-1680
Facsimile: (305) 777-1681
www.goldsteinenvlaw.com

Michael R. Goldstein, Esq.

Direct Dial: (305) 777-1682
Email: mgoldstein@goldsteinenvlaw.com

December 20, 2016

Via Email Only
Mr. Edward A. Rojas, City Manager
City of Doral
8401 NW 53rd Terrace, 3rd Floor
Doral, FL 33166

Re: Engagement Letter/City of Doral Sustainable Redevelopment Initiative

Dear City Manager Rojas:

Thank you for the opportunity to represent the City of Doral (the “City”) in connection with an initiative to promote sustainable redevelopment by accessing certain state and federal incentive programs, with a focus on brownfields, green infrastructure (including stormwater), and transportation. The purpose of this letter is to confirm our understanding of the scope of work that you would like The Goldstein Environmental Law Firm, P.A. (the “Firm”), to perform on behalf of the City as well as the terms of our engagement. If this summary meets with your expectations, we ask that you bind the City to its terms by executing the acknowledgment below and returning it to us with a check for the initial fixed fee payment as set forth below.

I. Scope of Work

Based on conversations and correspondence to date with you and Planning and Zoning Department Director Julian Perez, the following tasks constitute the services for this engagement (the “Scope of Work”):

- Prepare a comprehensive memorandum for distribution to City elected officials and staff, business stakeholders, and City residents discussing certain state and federal environmental sustainable redevelopment incentive opportunities and providing supporting materials (the “Environmental Incentives Memorandum”).

- Prepare, coordinate, publicize, and lead a full day seminar for business stakeholders and City residents discussing certain state and federal sustainable redevelopment incentives opportunities (the “Sustainable Environmental Redevelopment Workshop”).

II. Fees

The Firm’s fixed fee for the above the Scope of Work is \$40,000.00, to be paid as follows:

- \$20,000.00 upon engagement
- \$10,000.00 upon completion of Sustainable Environmental Redevelopment Workshop
- \$10,000.00 upon the latter of completion of the Environmental Incentive Memorandum.

Please note that the Firm’s services are only those expressly set forth in the above Scope of Work. Any additional work that the City may request of the Firm, including but not limited to applying for any environmental incentives or holding more than one workshop, is not included but can be addressed in an amendment to this engagement letter (and will be subject to additional fees).

III. Costs

The City agrees to be responsible for any and all costs incurred by the Firm on its behalf related to any matter associated with the Scope of Work. In addition, any costs or expenses associated with holding, publicizing or documenting the workshop shall be borne by the City. The Firm estimates that these costs might range from \$1,000.00 to \$3,000.00. By executing this agreement, the City authorizes the Firm to expend up to \$3,000.00 in costs for the workshop memorializing; provided, however, that any such expenses are first approved by the City. Note that the Firm does not charge for long distance phone service, transmittals via U.S. Mail, facsimiles, and any routine copying performed at the Firm’s offices.


IV. Other Billings Terms

Any payments that are made after their respective due dates shall accrue interest at one and one-half percent (1.5%) per month. The Firm reserves the right to suspend or terminate its performance under this engagement letter or any other City related matter if any payment remains outstanding for more than 15 calendar days. The prevailing party in any litigation that may arise out of this engagement shall be entitled to attorney’s fees. Venue shall be in any competent court of jurisdiction in Miami-Dade County, Florida.

We look forward to working with the City on this matter and thank you for the opportunity to again be of service.

Very truly yours,

THE GOLDSTEIN ENVIRONMENTAL LAW FIRM, P.A.


Michael R. Goldstein
/mrg

Acknowledgment and Agreement

On behalf of the City of Doral, I hereby acknowledge that I have read and understand the terms of the Firm's engagement and accept representation by the Firm in connection with the Scope of Work as described above pursuant to said terms.

By: _____ (Signature)

Name: EDUARDO A. ROJAS

Title: CM

Date: 1.24.17

RESOLUTION No. 17-08

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A SERVICE ORDER CONSISTENT WITH THE REQUIREMENTS SET FORTH IN THE EXISTING PROFESSIONAL SERVICES AGREEMENT (PSA) WITH THE GOLDSTEIN ENVIRONMENTAL FIRM TO IMPLEMENT THE CITY'S BROWNFIELD PROGRAM, SUBJECT TO APPROVAL BY THE CITY ATTORNEY AS TO FORM AND LEGAL SUFFICIENCY, IN AN AMOUNT NOT TO EXCEED \$40,000.00; AUTHORIZING THE CITY MANAGER TO EXPEND FUNDS IN FURTHERANCE THEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Florida's Brownfield Redevelopment Act provides the public and private sectors with a series of regulatory and financial benefits to facilitate the environmental clean-up and reuse of properties with environmental conditions (the "Brownfield Program"); and

WHEREAS, on November 2, 2016, the City of Doral (the "City") enter into a Professional Services Agreement (the "Agreement") with the Goldstein Law Firm to provide professional brownfield redevelopment services and assist with the development of the City's Brownfield Program (the "Services"); and

WHEREAS, the Goldstein Law Firm and City staff have successfully designated several brownfield areas in the City, and prepared corresponding Brownfield Site Rehabilitation Agreements ("BSRAs") with Miami-Dade County Department of Regulatory and Economic Resources to qualify for the regulatory and financial incentive provided by the state brownfield statutes; and

WHEREAS, the Goldstein Environmental Law Firm and City staff successfully secured \$500,000 in Voluntary Cleanup Tax Credits from the Florida Department Environmental Regulations for Doral Legacy Park under the Agreement for the

environmental cleanup of the park; and

WHEREAS, the administration recommends that the Mayor and City Council approve a service order in an amount not to exceed \$40,000 to the Goldstein Law Firm to allow staff to expand the City's brownfield program to include identification of grant opportunities and designation of potential brownfield area(s) of mutual benefit to the city and property owner(s).

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Authorization. The City Manager is hereby authorized to issue a service order pursuant to the terms of the Agreement to the Goldstein Environmental Law Firm to assist with the expansion and implementation of the City's Brownfield Program in an amount not to exceed \$40,000.00. The City Manager negotiated service order execution is subject to approval by the City Attorney as to form and legal sufficiency. The City Manager is further authorized to expend budgeted funds in furtherance hereof.

Section 3. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Rodriguez who moved its adoption. The motion was seconded by Vice Mayor Cabrera and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Pete Cabrera	Yes
Councilwoman Christi Fraga	Absent/Excused
Councilwoman Claudia Mariaca	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED AND ADOPTED this 11 day of January, 2017.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.
CITY ATTORNEY