

**RESOLUTION No. 18-81**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, PURSUANT TO SECTION 2-323(2) OF THE CITY CODE OF ORDINANCES; AUTHORIZING THE ENGAGEMENT OF THE GOLDSTEIN ENVIRONMENTAL FIRM TO PERFORM PROFESSIONAL BROWNFIELD REDEVELOPMENT SERVICES; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT, SUBJECT TO APPROVAL BY THE CITY ATTORNEY AS TO FORM AND LEGAL SUFFICIENCY, TO PREPARE THE BROWNFIELD DESIGNATION DOCUMENTS FOR THE PROPERTY GENERALLY LOCATED AT THE SOUTHEAST CORNER OF NW 66 STREET AND NW 102 AVENUE PURSUANT TO FLORIDA'S BROWNFIELD REDEVELOPMENT ACT IN AN AMOUNT NOT TO EXCEED \$45,000.00; 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**, the City of Doral (the "City") intends to use the Brownfield Program as a tool to address the naturally-occurring environmental conditions at the property located at the southeast corner of NW 66 Street and NW 102<sup>nd</sup> Avenue; and

**WHEREAS**, participation in the Brownfield Program requires the designation of the property located at the southeast corner of NW 66 Street and NW 102 Avenue as a brownfield area and development of a Brownfield Site Rehabilitation Agreement (BSRA) 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 City desires to engage the professional consulting services of “The Goldstein Environmental Firm” (“Goldstein”) to assist the city with the brownfield area designation, development of the BSRA and related services and filing of all documents for the Voluntary Cleanup Tax Credits for the NW 114<sup>th</sup> Avenue Park; and

**WHEREAS**, the administration has recommended that the City Council authorize the engagement of Goldstein and authorize the City Manager to negotiate and enter into an agreement with Goldstein for the provision of brownfield professional consulting services in an amount not to exceed \$45,000.

**WHEREAS**, the funds for this service order are allocated from account number 001.50005.500492.

**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.** Pursuant to section 2-323(2) of the City Code of Ordinance, the Engagement of the Goldstein Environmental Firm for the provision of professional brownfield services to prepare the brownfield designation documents for the property located at the southeast corner of NW 66 Street and NW 102<sup>nd</sup> Avenue pursuant to Florida' Brownfield Redevelopment Act” in an amount not to exceed \$45,000 is hereby authorized. The scope of work is attached as Exhibit “A”, which is incorporated herein and made a part hereof by this reference. The City Manager is authorized is to negotiate and, subject to approval by the City Attorney as to form and legal sufficiency, enter into an agreement with The Goldstein Environmental Firm. The City Manager is further authorized

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

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

PASSED AND ADOPTED this 9 day of May, 2018.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, CMC  
CITY CLERK

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

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

# EXHIBIT “A”

**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 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 (6) 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 \$45,000.00, 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.

\_\_\_ On a time and material/expense basis to complete the Scope of Services, provided, however, that total payments to Consultant shall not exceed \$45,000.00 per year, without the prior written approval of the City. Consultant shall submit its bills in arrears upon the completion of each task or deliverable in accordance with the Project Schedule or on a monthly basis in a form approved by the City. The bills shall show or include: (i) the task(s) performed; (ii) the time devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

- 3.2 The City shall pay Consultant in accordance with the Florida Prompt Payment Act.
- 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: Dan Espino, Esq.  
City Attorney  
Weiss, Serota, Helfman, Cole, Boniske & Bierman  
2525 Ponce de Leon Blvd., Suite 700  
Coral Gables, Florida 33134

For the Consultant: The Goldstein Environmental Law Firm P.A.  
2100 Ponce de Leon Boulevard, Suite 710  
Coral Gables, Florida 33134  
Office: ( 305) 777-1682

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.

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:

**CITY OF DORAL**

\_\_\_\_\_  
Connie Garcia, CMC  
City Clerk

By: \_\_\_\_\_  
Juan Carlos Bermudez, Mayor

Date: \_\_\_\_\_

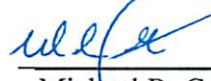
Approved as to Form and Legal Sufficiency for the Use  
and Reliance of the City of Doral Only:

  
\_\_\_\_\_  
Dan Espino, City Attorney

**CITY OF DORAL**

By: \_\_\_\_\_  
Edward A. Rojas  
Its: City Manager  
Date: \_\_\_\_\_

**CONSULTANT**

By:   
\_\_\_\_\_  
Michael R. Goldstein  
Its: President  
Date: \_\_\_\_\_

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

See the attachment.

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

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2100 Ponce de Leon Boulevard, Suite 710  
Coral Gables, Florida 33134  
Telephone: (305) 777-1680  
[www.goldsteinenvlaw.com](http://www.goldsteinenvlaw.com)

Michael R. Goldstein, Esq.  
Direct Dial: (305) 777-1682  
Email: [mgoldstein@goldsteinenvlaw.com](mailto:mgoldstein@goldsteinenvlaw.com)

January 19, 2018

**Via Email Only**

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

**Re: Engagement to Designate Property Located at SE Corner of NW 66<sup>th</sup> Street and NW 102<sup>nd</sup> Avenue, Doral, Florida, Folio Number 35-3017-001-0660, a Green Reuse Area Pursuant to Florida's Brownfields Redevelopment Act; Negotiate and Execute a Brownfield Site Rehabilitation Agreement; and Prepare and File Voluntary Cleanup Tax Credit Application**

Dear Mr. Rojas:

Thank you for the opportunity to represent the City of Doral (the "City") in connection with the designation of the above-referenced site (the "Subject Property") as a Green Reuse Area pursuant to Florida's Brownfields Redevelopment Act. The purpose of this letter is to confirm our understanding of the scope of work that the City would like The Goldstein Environmental Law Firm, P.A. (the "Firm"), to perform on its behalf 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 flat fee payment as set forth below.

**I. Scope of Work**

Based on conversations and correspondence to date with the Deputy City Manager and the Planning and Zoning Director, the following tasks constitute the services for this engagement (the "Scope of Work"):

**Task 1**

**Brownfield Designation**

- Review (i) all environmental documentation for the Subject Property provided to the Firm by the City and the City's environmental consultant and (ii) all relevant records for the

Subject Property maintained in online regulatory databases by the Miami-Dade County Department of Regulatory and Economic Resources – Division of Environmental Resources Management (“DERM”) and the Florida Department of Environmental Protection (“FDEP”).

- Prepare a request for designation of the Subject Property as a Green Reuse Area pursuant to Florida’s Brownfields Redevelopment Act that meets the statutory requirements of § 376.80, Florida Statutes.
- Brief City staff and elected officials on the Green Reuse Area designation request in advance of public hearings. Respond to requests for supplemental information, if any, from City staff and elected officials.
- Assist with drafting of staff report in support of the Green Reuse Area designation request for review and consideration by the City Commission.
- Assist with drafting of resolution effectuating Green Reuse Area designation for consideration and use by the City attorney.
- Assist with drafting of Green Reuse Area designation notice of public hearing to be published by City as required by Florida Statutes.
- Assist with drafting of coordination and management of all public notification and outreach requirements associated with Green Reuse Area designation as required by statute.
- Appear at all community meetings and two public hearings in support of the Green Reuse Area designation.
- Ensure City’s timely transmittal of approved Green Reuse Area designation resolution to FDEP.

### **Task 2**

#### **Brownfield Site Rehabilitation Agreement**

- Demonstrate the City’s eligibility to enter into a Brownfield Site Rehabilitation Agreement (“BSRA”) to the Miami-Dade County Department of Regulatory and Economic Resources – Division of Environmental Resources Management (“DERM”).
- Draft the BSRA and assemble all supporting documents to be included in the BSRA appendix for review by Miami-Dade County DERM.
- Assist with formation of the Brownfields Advisory Committee consistent with statutory requirements.

- Negotiate the BSRA with Miami-Dade County DERM technical staff and the Office of the Miami-Dade County Attorney.
- Secure full execution of the BSRA by all signatories.
- Ensure that draft and fully executed versions of BSRA are timely transmitted to the Brownfields Advisory Committee.
- Manage the initial meeting of the Brownfield Advisory Committee.

### Task 3 Voluntary Cleanup Tax Credit Application

This task consists of working with the City and the City's contractors to develop and implement a strategy for maximizing an award of Voluntary Cleanup Tax Credits ("VCTC") for eligible costs incurred and paid in calendar year 2018 for site rehabilitation activities at the Doral Legacy Park Green Reuse Area Site. Included as part of this task are (i) assistance with ensuring that all contractor invoices that are to be included in the VCTC application for 2018 costs (the "2018 Application") are properly paid consistent with the applicable regulations; (ii) all 2018 Application preparation activities, inclusive of assembling all payment invoices, contractor certification information, and the Application Audit, which must be issued by a licensed Certified Public Accountant ("CPA"); (iii) all pre-filing communications with the Florida Department of Environmental Protection ("FDEP"); and (iv) filing the 2018 Application with FDEP by the statutory deadline of January 31, 2019.

The Firm will either use the City's CPA firm or, at the City's direction, procure a qualified CPA firm to conduct the audit; however, the cost of audit, likely between \$2,500.00 and \$3,000.00, is not included as part of the Firm's fee and will be billed separately. In addition, the FDEP application fee of \$250.00 is not included as part of the Firm's fee and will be billed separately.

Please note that the Firm's services for this Task 3 are only those expressly set forth herein. Matters not covered by this Task 4 of Work include but are not limited to the following: (i) any appeal of a denial, in full or in part, of the 2018 Application; (ii) any assistance with site assessment or remediation matters; and (iii) any other application for economic incentives, including but not limited to application for eligible costs incurred and paid in calendar year 2018 for site rehabilitation activities at the Subject Property. Any such additional work requested of the Firm shall be performed pursuant to a separate engagement letter and additional fee as may be agreed to by the parties.

## II. Fees

The Firm's fixed fee for the above the Scope of Work is as follows:

- \$30,000.00 for Task 1, paid as follows:
  - 50% upon engagement;



- 50% upon approval by City Commission of Brownfield Designation
- \$15,000.00 for Task 2, paid as follows:
  - 50% upon engagement;
  - 50% upon full execution of BSRA by City and Miami-Dade County DERM
- Cost only for Task 3, paid as follows:
  - All expenses (application fee) and third-party fees (CPA Audit) upon filing of the 2018 Application with FDEP

**If the City Commission decides not to adopt the Green Reuse Area designation resolution (or its equivalent) for the Subject Property or Miami-Dade County DERM denies the City's eligibility for a BSRA for the Subject Property (each contingency a "Refundability Event"), the Firm will refund all legal fees paid to the Firm to date by the City under this Agreement, and the City will have no further legal obligation to pay fees to the Firm under this Agreement. All fees will be refunded to the City no later than (3) business days after occurrence of a Refundability Event.**

Please note that the fixed fees quoted above do not include any task not specifically and expressly set forth herein, including but not limited to (i) any appeal by any party of an approval or denial, in full or in part, of the BSRA; (ii) a legal opinion regarding the City's exposure to environmental regulatory or third-party legal liability risk; (iii) evaluation or pursuit of environmental insurance coverage for on- and off-site contamination conditions; (iv) assistance with any contamination assessment or remediation related task pursuant to Chapter 62-780, Florida Administrative Code; (v) the evaluation, assertion, or prosecution against any claims against third parties that may have responsible for on-site contamination conditions documented or to be documented at the Subject Property; and (vi) any other matter involving legal counsel not expressly provided for in writing in this letter. All such additional work requested of the Firm shall be performed either at the firm's standard hourly rates then in effect or pursuant to a separate fixed fee agreement. The Firm's flat fees quoted above also do not include any costs and fees associated with services to be rendered to City by third-party professionals.

### 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, including but not limited to costs associated with public notice, engagement of a CPA to perform an audit of the VCTC application prior to its submittal to FDEP and the VCTC application fee charged by FDEP (\$250.00). 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.

Mr Edward A. Rojas, City Manager  
January 18, 2018  
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#### IV. Other 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: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "B"**

**Insurance Policy**

See attachment



## Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>THE GOLDSTEIN ENVIRONMENTAL LAW FIRM, P.A.</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC      <input type="checkbox"/> C Corporation      <input checked="" type="checkbox"/> S Corporation      <input type="checkbox"/> Partnership      <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> <p><b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>2100 PONCE DE LEON BLVD., STE. 710</b></p> <p><b>6</b> City, state, and ZIP code <b>CORAL GABLES, FL 33134</b></p> <p><b>7</b> List account number(s) here (optional)</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p> <p>Requester's name and address (optional)</p>
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### Part I Taxpayer Identification Number (TIN)

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

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

<b>Social security number</b>									
or									
<b>Employer identification number</b>									
4	5	-	4	0	4	0	3	5	5

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>1/12/18</u>
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### General Instructions

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

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

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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