

**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.

2. Term/Commencement Date.

2.1 This Agreement shall become effective upon execution by both parties 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 for work directly related to the development of the calcium carbonated residual pond by Miami-Dade County Water and Sewer Department (MDWASD)

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 \$13,512.50, 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 _____ 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: Albert P. Childress, ICMA-CM
Acting City Manager
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Luis Figueredo, Esq.
City Attorney
8401 NW 53rd Terrace
Doral, Florida 33166

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.

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.**

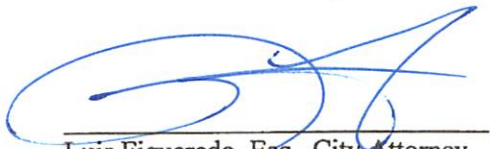
23.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than 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.

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



Luis Figueredo, Esq., City Attorney

CITY OF DORAL
By: 
Albert P. Childress, ICMA-CM
Its: Acting-City Manager
Date: FEB 12, 2019

CONSULTANT
By: 
Michael R. Goldstein
Its: President
Date: 2/12/19

SCOPE OF SERVICES

EXHIBIT "A"

Exhibit A - Scope of Work

The Goldstein Environmental Law Firm, P.A.

Evaluation of Proposed Calcium Carbonate Residuals Sludge Pond

- Critical legal review of all technical, regulatory, permitting, and administrative documents issued by Miami-Dade County (“County”) in connection with permitting of proposed calcium carbonate residuals sludge pond (“Sludge Pond”) to evaluate potential public health, environmental and economic impacts to City of Doral (“City”) and its residents, property owners, and businesses
- Engage and direct qualified environmental engineering and consulting firm to provide technical review of proposed Sludge Pond to evaluate potential public health, environmental, and economic impacts to the City and its residents, property owners, and businesses
- Meet with County staff, including staff from Department of Regulatory and Economic Resources and Water and Sewer Department, and elected officials, including representatives from the Office of the County District Commissioner, to solicit additional information regarding proposed Sludge Pond and discuss concerns regarding potential public health, environmental, and economic impacts to the City and its residents, property owners, and businesses
- Provide legal counsel to City staff and elected officials regarding regulatory and administrative process associated with permitting by County of proposed Sludge Pond and potential remedies available to the City to address concerns regarding potential public health, environmental, and economic impacts to the City and its residents, property owners, and businesses
- Support City’s advocacy to limit potential public health, environmental, and economic impacts of County’s proposed Sludge Pond to the City and its residents, property owners, and businesses by assisting in the drafting of correspondence, position papers, briefing memoranda, and related materials.

Insurance Policy

EXHIBIT "B"

The Goldstein Environmental Law Firm, P.A.

2100 Ponce de Leon Boulevard
Suite 710
Coral Gables, FL 33134
Phone: (305) 777-1679 / pnovaro@goldsteinenvlaw.com

STATEMENT OF SERVICES

City of Doral
8401 NW 53rd Terrace 3rd Floor
Doral, FL 33166
Client Number: 1143

Matter Name:
Matter Number: 4001

WASD Lagoon

Invoice Number: 2719
Invoice Date: 2/7/2019

		<u>Amount</u>
1/19/2019	MRG Review regulatory and technical materials received from client re sludge pond issue and health impacts associated with land disposal of calcium carbonate; research regulatory and legal issues associated with calcium carbonate; prepare for meeting with Miami-Dade County; teleconference with D. Schauer, Geosyntec Consultants, Inc., to determine ability to assist client in responding to City; correspondence with V. Yarina, Langan Engineering and Environmental Services, Inc., to determine ability to assist client in responding to City	3,737.50
1/20/2019	MRG Teleconference with V. Yarina, Langan, re results of technical research re calcium carbonate issue; review draft memo from Langan re same; review draft Response for Information from Julian Perez	690.00
1/21/2019	MRG Review additional background materials provided by County; prepare for meeting with County; teleconference with J. Perez re same; supplement request for information to County prepared by City; teleconference with V. Yarina, Langan Engineering, to discuss preliminary review of County materials; correspondence with Toxicologist K. Tolson, Phd, Geosyntec Consultants, re potential arsenic impacts associated with calcium carbonate sludge ponds	2,185.00
	LMD Initial file review of MRG's email and all attachments re: Proposed Sludge Pond; evaluate what state permitting requirements may be at issue	862.50
1/22/2019	MRG Prepare for and attend meeting with client, Langan Engineering and Environmental Services, Inc., and Miami-Dade County representatives to discuss plan to permit calcium carbonate sludge lagoon within 1400 feet of City; review additional materials provided by County at meeting; teleconference with J. Perez to discuss same	3,450.00

IRS EIN 45-4040355

Please remit payment to The Goldstein Environmental Law Firm, P.A.
Billing questions may be directed to Patti Novaro at (305) 777-1679

Thank you.

		<u>Amount</u>
1/25/2019	MRG Review and revise Letter to Council pursuant to request from J. Perez; continue review of materials from Miami-Dade County; teleconference with J. Perez, L. Figueredo, and M. Spievack (Langan Engineering) to discuss strategy for developing recommendation to Mayor and City Council; review and revise proposed correspondence to W. Mayorga, Miami-Dade County DERM, from City Attorney	2,127.50
1/31/2019	MRG Review and analysis of DERM memorandum re environmental and public health issues regarding lime sludge lagoon; teleconference with M. Spievack re same	460.00
For professional services rendered		\$13,512.50
Balance due		\$13,512.50

IRS EIN 45-4040355

Please remit payment to The Goldstein Environmental Law Firm, P.A.
 Billing questions may be directed to Patti Novaro at (305) 777-1679
 Thank you.