

**To:** The Honorable Mayor and City Council

**From:** Tanya Wilson-Sejour, Planning Manager



**Date:** January 14, 2014

**Subject:** Request for Approval of Contractual Services For Designation of Brownfield Sites

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING THE SOLE SOURCE SELECTION OF THE GOLDSTEIN ENVIRONMENTAL LAW FIRM, P.A., AS CONSULTANT FOR THE PROVISION OF ENVIRONMENTAL LEGAL AND CONSULTING SERVICES IN CONNECTION WITH THE BROWNFIELD AREA DESIGNATION OF CITY OF NORTH MIAMI PROPERTIES KNOWN AS RUCKS PARK, CLAUDE PEPPER PARK, AND BISCAYNE LANDING; FURTHER AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO EXECUTE AN AGREEMENT WITH THE SELECTED CONSULTANT, IN SUBSTANTIALLY THE ATTACHED FORM, FOR THE PROVISION OF SERVICES; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

#### **RECOMMENDATION**

That the City Council approve the sole source selection of the Goldstein Environmental Law to provide environmental legal and consulting services in connection with a Brownfield designation on 3 City Of North Miami owned properties known as: Rucks Park, Claude Pepper Park, and Biscayne Landing; further authorizing the city manager and city attorney to execute an agreement with the selected consultant.

#### **BACKGROUND**

Goal 9 of the City's Comprehensive Plan provides that the City shall "strive to create an economic environment that will enhance the economic prosperity of local businesses and attract new business while improving the quality of life for all of its citizens". Further, Policy

6D.1 of the Comprehensive Plan additionally states that the City should “protect its natural resources, soils, native vegetation, fisheries, and marine and wildlife habitats”.

As revealed in the attached contamination map, obtained from Miami Dade County (Department of Economic Resources) many properties within the City of North Miami’s limits are presently contaminated. With the majority of the City already developed and only 1% of vacant land remaining for development, it’s critical that North Miami establish policies and procedures to properly assess these contaminated areas, protect the environmental and target clean up strategies in order to ensure these lands are viable for existing and future development.

To that end, Section 376.80, Florida Statutes, grants the City the authority to designate property by Resolution as a **“Brownfield Area”**, in order to provide for the property’s environmental remediation and redevelopment, and to promote economic development and revitalization to the affected area. Per State law, a Brownfield site is defined as *“any real property, the expansion, redevelopment, or reuse of which may be complicated by actual or perceived environmental contamination.”* In essence, these contaminated sites are often underutilized lands that are hindered from development (or redevelopment) due to the fact that *“a physical, chemical, biological, or radioactive substance is present on site, which may result in adverse effects to human health or the environment or which may create further contamination to the area’s groundwater.*

**Below are several key benefits of having a Brownfield Designation:**

- Encourages further redevelopment and reinvestment on dormant underutilized properties.
- Provides liability assurances to lenders to facilitate financing
- Accelerates environmental restoration of contaminated sites
- Increases local employment opportunities and provides access to job training resources in the rapidly expanding “green economy”

- Increases overall neighborhood quality of life by replacing contaminated sites with sustainable development
- Increases city tax base
- Protects human health and the environment
- Increases utilization of City's open spaces for purposes of recreation, conservation, and wellness

## **INTENT & PURPOSE**

Staff has identified three (3) City owned sites that are presently contaminated, namely Rucks Park, Claude Pepper Park, and Biscayne Landing that meet the criteria as prime candidates for Brownfield Designation. With proper designation all three sites would have access to State and Federal grant funding for assessment, clean up and remediation. In some instances there are even Planning grants that will cover the cost of future architectural costs and site planning for the planning and reuse of the site. As such, given the complex and specialized nature of the designations staff desires to retain Goldstein Environmental Law to provide legal and consulting services to provide technical assistance with the Brownfield designation as well as the additional services described in the attached scope of service letter. Said firm's fixed fee for the attached Scope of Work is \$25,000.00 for each subject property (or a total of \$75,000 for all 3 sites).

## **CONCLUSION**

City administration believes designating the three (3) aforementioned City owned sites serves both an economic and environmental benefit to the City. Furthermore, the proposed Brownfield initiative serves as a positive model to showcase how private property owners can work towards assessment, cleaning up and transformation of dormant contaminated sites into viable economic engines. As proposed, the Brownfield Designation further advances the intent of the Comprehensive Plan in that it establishes a mechanism that serves to protect North

Miami's natural resources, create usable recreational/open spaces, while creating economic incentives to attract new businesses and enhance North Miami's quality of life. As such, staff recommends approval of the proposed resolution.

**Attachments**

- 1) Resolution
- 2) Miami Dade Contamination Map
- 3) Scope of Service

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING THE SOLE SOURCE SELECTION OF THE GOLDSTEIN ENVIRONMENTAL LAW FIRM, P.A., AS CONSULTANT FOR THE PROVISION OF ENVIRONMENTAL LEGAL AND CONSULTING SERVICES IN CONNECTION WITH THE BROWNFIELD AREA DESIGNATION OF CITY OF NORTH MIAMI PROPERTIES KNOWN AS RUCKS PARK, CLAUDE PEPPER PARK, AND BISCAYNE LANDING; FURTHER AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO EXECUTE AN AGREEMENT WITH THE SELECTED CONSULTANT, IN SUBSTANTIALLY THE ATTACHED FORM, FOR THE PROVISION OF SERVICES; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

**WHEREAS**, the City of North Miami (“City”) owns three (3) separate and distinct properties known as Rucks Park, Claude Pepper Park, and Biscayne Landing (collectively referred hereto as “Subject Properties”); and

**WHEREAS**, City administration is seeking to designate the Subject Properties as Brownfield Areas, pursuant to the Brownfields Redevelopment Act under Sections 376.77 through 376.85, Florida Statutes; and

**WHEREAS**, City administration has selected The Goldstein Environmental Law Firm, P.A., (“Consultant”) as a sole source provider of specialized environmental legal and consulting services in connection with the Brownfield designation process of the Subject Properties (“Services”); and

**WHEREAS**, Consultant possesses all necessary qualifications and expertise to perform the Services for the City, and has expressed the capability and desire to perform such Services; and

**WHEREAS**, in accordance with Section 7-143 of the City Code of Ordinances (“Code”), the sole source procurement of goods and services is allowed where the unique and specialized expertise of one source of Services is unlikely to be obtained from any other source and the agreement, by its very nature, is not suitable to competitive bids or proposals; and

WHEREAS, the Mayor and City Council find the Brownfield Area designation of the Subject Properties to be in the best interest of the City, and hereby authorize the City Manager and City Attorney to execute an Agreement for Services with the selected Consultant.

**NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:**

**Section 1.**     **Selection Approval and Authority of City Manager.** The Mayor and City Council of the City of North Miami, Florida, hereby approve the sole source selection of The Goldstein Environmental Law Firm, P.A., as Consultant for the provision of Environmental Legal and Consulting Services in connection with the Brownfield Area designation of City of North Miami properties known as Rucks Park, Claude Pepper Park, and Biscayne Landing; further authorizing the City Manager and City Attorney to execute an agreement with the selected Consultant, in substantially the attached form, for the provision of services.

**Section 2.**     **Effective Date.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** by a \_\_\_\_\_ vote of the Mayor and City Council of the City of North Miami, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
LUCIE M. TONDREAU  
MAYOR

ATTEST:

\_\_\_\_\_  
MICHAEL A. ETIENNE, ESQ.  
CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
REGINE M. MONESTIME  
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**Vote:**

Mayor Lucie M. Tondreau	_____	(Yes)	_____	(No)
Vice Mayor Scott Galvin	_____	(Yes)	_____	(No)
Councilperson Carol Keys, Esq.	_____	(Yes)	_____	(No)
Councilperson Philippe Bien-Aime	_____	(Yes)	_____	(No)
Councilperson Marie Erlande Steril	_____	(Yes)	_____	(No)

**CITY OF NORTH MIAMI  
PROFESSIONAL SERVICES AGREEMENT**

**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125<sup>th</sup> Street, North Miami, Florida (“City”), and **The Goldstein Environmental Law Firm, P.A.**, a for-profit corporation organized and existing under the laws of the State of Florida, having its principal office at 1 SE 3<sup>rd</sup> Avenue, Suite 2120, Miami, FL 33131 (“Consultant”). The City and Consultant shall collectively be referred to as the “Parties”, and each may individually be referred to as a “Party”.

**RECITALS**

**WHEREAS**, the City owns three (3) separate and distinct properties known as Rucks Park, Claude Pepper Park, and Biscayne Landing (collectively referred hereto as “Subject Properties”); and

**WHEREAS**, the City is seeking to designate the Subject Properties as Brownfield Areas, pursuant to the Brownfields Redevelopment Act under Sections 376.77 through 376.85, Florida Statutes; and

**WHEREAS**, City administration has selected Consultant as a sole source provider of specialized environmental legal and consulting services in connection with the Brownfield designation process of the Subject Properties, in accordance with Consultant’s Proposal dated December 4, 2013 (“Services”); and

**WHEREAS**, Consultant possesses all necessary qualifications and expertise to perform the Services for the City, and has expressed the capability and desire to perform such Services; and

**WHEREAS**, pursuant to Section 7-143 of the City Code of Ordinances (“Code”), the sole source procurement of goods and services is allowed where the unique and specialized expertise of one source of Services is unlikely to be obtained from any other source and the agreement, by its very nature, is not suitable to competitive bids or proposals; and

**WHEREAS**, the City Manager finds it in the best interest of the City to enter into a sole source agreement with Consultant for the provision of Services, in accordance with Section 7-143 of the Code; and

**WHEREAS**, on \_\_\_\_\_, 2014, the Mayor and City Council passed and adopted Resolution No. \_\_\_\_\_ - \_\_\_\_\_, approving the selection of Consultant, and authorized the City Manager to execute this Agreement for the provision of Services, in accordance with the Brownfields Redevelopment Act.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

### **ARTICLE 1 - RECITALS**

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

### **ARTICLE 2 - CONTRACT DOCUMENTS**

2.1 The following documents are incorporated into and made a part of this Agreement (collectively referred to as the "Contract Documents"):

2.1.1 Consultant's Proposal regarding Environmental Legal and Consulting Services in Connection with Brownfield Designation Related Matters, dated December 4, 2013 ("Proposal"), attached hereto as Exhibit "A"; and

2.1.2 Any additional documents which are required to be submitted by Consultant under this Agreement.

2.2 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

2.2.1 This Agreement.

2.2.2 Consultant's Proposal.

### **ARTICLE 3 - TERM OF AGREEMENT**

3.1 The Term of Agreement shall be a period of one (1) year or until such time the Services are completely rendered to the City, whichever comes first; unless otherwise terminated earlier by the City, pursuant to ARTICLE 6 below.

3.2 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Consultant's ability to perform Services or any portion thereof, the City may request that the Consultant, within a reasonable time frame set forth in the City's request, provide adequate assurances to the City in writing, of Consultant's ability to perform in accordance with terms of this Agreement. In the event that the Consultant fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

### **ARTICLE 4 - COMPENSATION**

4.1 The City agrees to compensate Consultant an amount not to exceed Seventy Five Thousand Dollars (\$75,000.00), for the provision of Services relating to the Subject Properties. This compensation is payable in the manner provided for in the Proposal. The City retains the right to remove any of the Subject Properties from the Scope of Services list as well as designate the order of the Subject Properties to which Services are to be rendered by Consultant.

4.2 Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Consultant.

## **ARTICLE 5 - SCOPE OF SERVICES**

5.1 The Consultant agrees to perform Services for the benefit of the City under the special terms, schedules, and conditions set forth in the Contract Documents. Consultant shall perform Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 The Consultant represents and warrants to the City that: (i) Consultant possesses all qualifications, licenses and expertise required in the provision of Services, with personnel fully licensed by the State of Florida; (ii) Consultant is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner as described in the Contract Documents for the budgeted amounts, rates and schedules; and (v) the person executing this Agreement on behalf of Consultant is duly authorized to execute same and fully bind Consultant as a party to this Agreement.

5.3 The Consultant agrees and understands that: (i) any and all subconsultants used by Consultant shall be paid by Consultant and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of subconsultants for any of the work related to this Agreement shall be borne solely by Consultant. Any work performed for Consultant by a subconsultant will be pursuant to an appropriate agreement between Consultant and subconsultant which specifically binds the subconsultant to all applicable terms and conditions of the Contract Documents.

## **ARTICLE 6 - CITY'S TERMINATION RIGHTS**

6.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon ten (10) days written notice to Consultant. In such event, the City shall pay Consultant compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Consultant for any additional compensation, or for any consequential or incidental damages.

## **ARTICLE 7 - INDEPENDENT CONSULTANT**

7.1 The Consultant, its employees and agents shall be deemed to be independent Consultants and not agents or employees of the City and shall not attain any rights or benefits under the civil service or pension ordinances of the City, or any rights generally afforded to classified or unclassified employees. The Consultant shall not be deemed entitled to the Florida Workers' Compensation benefits as an employee of the City.

## **ARTICLE 8 - DEFAULT**

8.1 In the event the Consultant fails to comply with any provision of this Agreement, the City may declare the Consultant in default by written notification. The City shall have the right to terminate this Agreement if the Consultant fails to cure the default within ten (10) days after receiving notice of default from the City. If the Consultant fails to cure the default, the Consultant will only be compensated for completed Services. In the event partial payment has been made for such Services not completed, the Consultant shall return such sums due to the City within ten

(10) days after notice that such sums are due. The Consultant understands and agrees that termination of this Agreement under this section shall not release Consultant from any obligations accruing prior to the effective date of termination.

#### **ARTICLE 9 - INDEMNIFICATION**

9.1 Consultant agrees to indemnify, defend, save and hold harmless the City its officers, agents and employees, from and against any and all claims, liabilities, suits, losses, claims, fines, and/or causes of action that may be brought against the City, its officers, agents and employees, on account of any negligent act or omission of Consultant, its agents, servants, or employees in the performance of Services under this Agreement and resulting in personal injury, loss of life or damage to property sustained by any person or entity, caused by or arising out of Consultant's negligence within the scope of this Agreement, including all costs, reasonable attorneys fees, expenses, including any appeal, and including the investigations and defense of any action or proceeding and any order, judgment, or decree which may be entered in any such action or proceeding, except for damages specifically caused by or arising out of the negligence, strict liability, intentional torts or criminal acts of the City, its officer, agents, employees or Consultants, which claims are lodged by any person, firm, or corporation.

9.2 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

#### **ARTICLE 10 – PROFESSIONAL LIABILITY INSURANCE**

10.1 Prior to the execution of this Agreement, the Consultant shall submit certificate(s) of insurance evidencing required coverage. Consultant will maintain in full force and effect, during the life of this Agreement, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) for each occurrence with a maximum deductible of Fifty Thousand Dollars (\$50,000.00). Certificates of liability insurance, satisfactory to the City, shall be furnished to the City immediately upon commencement of Services, with complete copies of policies to be furnished upon the City's request. Such certificates of insurance will provide the City with thirty (30) days prior written notice of any cancellation or non-renewal.

10.2 All insurance policies required from Consultant shall be written by a company with a Best rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed agents upon whom service of process may be made in Miami-Dade County, Florida.

#### **ARTICLE 11 - OWNERSHIP OF DOCUMENTS**

11.1 All documents developed by Consultant under this Agreement shall be delivered to the City by the Consultant upon completion of the Services and shall become property of the City, without restriction or limitation of its use. The Consultant agrees that all documents generated hereto shall be subject to the applicable provisions of the Public Records Law, Chapter 119, Florida Statutes. In the event the Agreement is terminated, Consultant agrees to provide the City all such documents within ten (10) days from the date the Agreement is terminated.

11.2 It is further understood by and between the Parties that any information, writings, tapes, Contract Documents, reports or any other matter whatsoever which is given by the City to the Consultant pursuant to this Agreement shall at all times remain the property of the City and shall not be used by the Consultant for any other purposes whatsoever without the written consent of the City.

#### **ARTICLE 12 - NOTICES**

12.1 All notices, demands, correspondence and other communications between the Parties shall be deemed sufficiently given under the terms of this Agreement when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows or as the same may be changed from time to time:

For Consultant:           The Goldstein Environmental Law Firm, P.A.  
                                  Attn: Michael R. Goldstein, Esq.  
                                  One Southeast Third Avenue, Suite 2120  
                                  Miami, FL 33131  
                                  Phone: (305) 777-1682  
                                  Fax:   (305) 777-1681

For the City:             City of North Miami  
                                  Attn: City Manager  
                                  776 N.E.125<sup>th</sup> Street  
                                  North Miami, Florida 33161

With copy to:            City of North Miami  
                                  Attn: City Attorney  
                                  776 N.E.125<sup>th</sup> Street  
                                  North Miami, Florida 33161

12.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

12.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice

#### **ARTICLE 13 - MISCELLANEOUS PROVISIONS**

13.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

13.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

13.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

13.4 This Agreement and Contract Documents constitute the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

13.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

13.6 The City reserves the right to audit the records of the Consultant covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

13.7 The Consultant agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

13.8 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

13.9 The City is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

13.10 The professional Services to be provided by Consultant pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

13.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

13.12 The Consultant agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

13.13 All other terms, conditions and requirements contained in the IFB, which have not been modified by this Agreement, shall remain in full force and effect.

13.14 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual

attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

13.15 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST: The Goldstein Environmental Law Firm, P.A., a  
Florida for-profit corporation  
Corporate Secretary or Witness: **“Consultant”**:

By: \_\_\_\_\_ By: \_\_\_\_\_

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

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

ATTEST: City of North Miami, a Florida municipal  
Corporation:  
**“City”**

By: \_\_\_\_\_ By: \_\_\_\_\_  
Michael A. Etienne Stephen E. Johnson  
City Clerk City Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Regine M. Monestime  
City Attorney



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

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One Southeast Third Avenue, Suite 2120  
Miami, Florida 33131  
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Michael R. Goldstein, Esq.  
Direct Dial: (305) 777-1682  
Email: [mgoldstein@goldsteinenvlaw.com](mailto:mgoldstein@goldsteinenvlaw.com)

December 4, 2013

**Via Email Only**

Regine M. Monestime, Esq.  
City Attorney  
City of North Miami  
776 N.E. 125<sup>th</sup> Street  
North Miami, FL 33161

**Re: Environmental Legal and Consulting Services in Connection with Brownfield Designation Related Matters**

Dear Ms. Monestime:

Pursuant to your request, The Goldstein Environmental Law Firm, P.A. (the “Firm”), is pleased to provide the City of North Miami (the “City”) with this proposal for environmental legal services in connection with designating the following three properties owned by the City as Brownfield Areas under section 376.80, Florida Statutes:

- Rucks Park
- Claude Pepper Park
- Biscayne Landing

For purposes of this engagement, we refer to the three properties collectively as the “Subject Properties.” Should the Firm’s proposal be acceptable to the City and you elect to execute the acknowledgment below, it will also serve as the Firm’s engagement letter and its terms will govern the services that we render to the City and the City’s corresponding financial obligations to the Firm.

**I. Legal Services**

It is our understanding that the City would like to engage the Firm to provide the following environmental legal services, which services shall constitute the Firm’s Scope of Work (the “Scope of Work” for purposes of this engagement:

- Interpreting and applying the Florida statutory criteria governing effectuation of a Brownfield Area designation for each of the three Subject Properties and then rendering a written analysis with recommendations as to their applicability;
- Summarizing and presenting recommendations regarding the economic and regulatory benefits associated with effectuating the Brownfield Area designation for each of the three Subject Properties;
- Summarizing and presenting recommendations regarding federal grant opportunities that may be available to fully or partially fund contamination assessment and cleanup activities at each of the three Subject Properties;
- Compiling supporting materials in connection with, and participating in, any community meetings associated with effectuating the Brownfield Area designation for each of the three Subject Properties;
- Providing assistance with the preparation of a briefing package with supporting materials for each of the three Subject Properties for the City Manager and the City Council;
- Participating in all briefings to the City Manager and the City Attorney regarding effectuation of a Brownfield Area designation for each of the three Subject Properties
- Participating in the Brownfield Area public hearing presentation to the City Council for each of the three Subject Properties; and
- Preparing, negotiating, and securing full execution of a Brownfield Site Rehabilitation Agreement (“BSRA”) with the Miami-Dade County Department of Regulatory and Economic Resources for each of the three Subject Properties.

Please note that the Firm’s services are only those expressly set forth in the Scope of Work. Matters not covered by the Scope of Work include but are not limited to the following: (i) any appeal of a denial, in full or in part, of the request for designation of any of the Subject Properties as a Brownfield Area by the City; (ii) any application for any federal, state, and local financial, regulatory, or technical incentive, including but not limited to the Brownfield Redevelopment Bonus Tax Refund, the Sales Tax Refund on Construction Materials, the Voluntary Cleanup Tax Credit, and any federal brownfield grant; and (iii) any assistance with site assessment or remediation matters. 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

As discussed and agreed upon, the Firm’s fixed fee for the above the Scope of Work is \$25,000.00 for each Subject Property (the “Fixed Fee”). The Fixed Fee for each Subject Property shall be paid incrementally as follows:

- \$12,500.00 per Subject Property upon engagement;

Regine Monestime, Esq.

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- \$5,000.00 each time a Subject Property is designated a Brownfield Area by the City; and
- \$7,5000.00 each time a BSRA for a Subject Property is fully executed by the City and Miami-Dade County

### **III. Costs**

The City will be responsible to pay any costs directly associated with Brownfield Area designation of the Subject Properties, including the cost of public notice. The City also agrees to be responsible for any courier, overnight mail, or third party copying costs incurred by the Firm directly related to performance of the Scope of Work but only as first approved by the City in writing. The Firm will absorb all costs associated with legal database research, routine copying, delivery of correspondence by U.S. Mail, and long distance phone calls.

### **IV. Other Billing Terms**

Any payments that are made after their respective due dates shall accrue interest at 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 fifteen (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.

### **V. Commencement of Work**

In order to commence work on behalf of the City, we ask that you sign the acknowledgement below and then return the signed engagement with payment of the applicable, non-refundable initial fee, which shall be deemed fully earned upon receipt. We have included invoices for each of the Subject Properties with this engagement letter for such purpose.

Thank you for the opportunity to be of service in connection with these important and very time-sensitive matters.

Very truly yours,

**THE GOLDSTEIN ENVIRONMENTAL LAW FIRM, P.A.**

Michael R. Goldstein  
/mrg

Regine Monestime, Esq.  
December 4, 2013  
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### **Acknowledgment and Agreement**

I hereby acknowledge on behalf of the City of North Miami that I have read, understand, and accept the terms of the Firm's engagement as defined in the Scope of Work. The Firm is authorized to commence work pursuant to this letter.

**REGINE MONESTIME, ESQ.**

By: \_\_\_\_\_

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

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

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