



CITY OF OAKLAND PARK
3650 NE 12th Avenue
Oakland Park, FL 33334

This AGREEMENT, made this ____ day of _____, 2020, by and between the City of Oakland Park, acting herein through its City Manager, hereinafter called "OWNER", and The Goldstein Environmental Law Firm, P.A., hereinafter called "CONTRACTOR".

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I

That for, and in consideration of, the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the work described as follows:

The Contractor shall provide services as identified in CONTRACTOR' s proposal letter, attached as Exhibit A (the "Proposal Letter").

ARTICLE II

The Contractor shall perform the initial tasks as described in the Proposal Letter for the sums associated with each task described in the Proposal Letter.

ARTICLE III

If it is determined that it is in the best interest of either party of the Agreement to terminate this Agreement prior to the expiration date for cause, a thirty (30) calendar day written notice shall be given by the party wishing to terminate this Agreement.

ARTICLE IV

Contractor agrees to indemnify and save CITY, its public officials, agents, servants and employees harmless from and against any and all claims arising out of or in any way connected with the willful misconduct or negligence of the contractor, or its employees, to protect the CITY and its interests from such actions of the contractor or sub-contractors. Contractor further agrees to reimburse CITY for any and all court costs and other expenses, including reasonable attorney's fees incurred by CITY in defending any action, at both the trial and appellate levels, including paralegal expenses associated therewith, brought against CITY for injury or damage claimed to have been suffered as a result of or in any way connected with contractor's willful misconduct or negligence or that of its employees.

ARTICLE V

Nondiscrimination Equal Employment Opportunity and Americans With Disabilities Act:

Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

Contractor's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

Contractor shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement.

ARTICLE VI

Public Records

The City of Oakland Park is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the City, at no cost, 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. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS

**RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN
OF PUBLIC RECORDS AT**

**Renee M Shrou, CMC
City Clerk
City of Oakland Park
3650 NE 12 Avenue
Oakland Park Fl. 33334
954-630-4298
renees@oaklandparkfl.gov**

ARTICLE VII

Contractor shall maintain general liability insurance coverage of one million dollars each occurrence / two million annual aggregate. Contractor shall maintain workers compensation insurance as required by law.

The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in ARTICLE IV.

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, Michael Goldstein, on behalf of The Goldstein Environmental Law Firm, P.A., certify that The Goldstein Environmental Law Firm, P.A., does not:

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with

AGREEMENT:

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counterparts, each of which shall be deemed an original, in the Year and Day first mentioned above.

ATTEST:

Renee Shrou , City Clerk

David Hebert, City Manager

(SEAL)

Patricia Novaro

WITNESS (as to CONTRACTOR)

Brett C. Brumund

WITNESS (as to CONTRACTOR)

Michael R. Goldstein

CONTRACTOR

ADDRESS:

2100 Ponce de Leon Blvd., Suite 710

Coral Gables, FL 33134

PHONE: (305) 777-1682

Exhibit A

THE GOLDSTEIN ENVIRONMENTAL LAW FIRM, P.A.

Brownfields, Transactions, Due Diligence, Development, Permitting, Cleanups & Compliance

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

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

July 17, 2020

Via Email Only

Mr. David Hebert, City Manager
City of Oakland Park
3650 N.E. 12th Avenue
Oakland Park, Florida 33334

Re: Engagement Letter for Ongoing Environmental and Brownfield Legal Services Related to Cleanup and Redevelopment of former Bennet Auto Supply Site, 3855 North Dixie Highway, Oakland Park, Broward County, FL 33334

Dear David:

Pursuant to your request, The Goldstein Environmental Law Firm, P.A. (the “Firm”), is pleased to provide the City of Oakland Park (the “City”), with this proposal for supplemental environmental and brownfield legal services in connection with rehabilitation and redevelopment of the above-referenced property (the “Subject Property”). Should you execute the acknowledgment below, the terms set forth herein will govern the services that we render and the City’s financial obligations to the Firm.

I. Scope of Work and Fees

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

Task 1: Redevelopment Counseling

This first task provides for the Firm’s legal assistance in ongoing negotiations with any developer of the Subject Property and developer’s partners, investors, lenders, agents, employees, and

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contractors. Such assistance will specifically include drafting of any transactional documents to convey any interest in the Subject Property or otherwise provide for its development or use. Included in this task are all meetings and conference call with City staff, elected officials, the developer and Developer's Representatives.

Flat Fee: \$30,000.00, to be paid as follows:

- \$15,000.00 upon authorization to proceed
- \$15,000.00 no later than December 21, 2020.

Task 2: Site Rehabilitation Counseling

This task is intended to primarily provide the City with experienced legal counsel through December 31, 2020, to understand and comply with the complex set of site rehabilitation (contamination assessment and remediation) rules that will govern contamination response and development and construction activities at the Subject Property and otherwise in connection with the Project under Chapter 62-780, Florida Administrative Code, and Chapter 27, Broward County Code. The duration of this task is from initiation of site rehabilitation through completion (as evidenced by issuance of a Site Rehabilitation Completion Order or Site Rehabilitation Completion Order with Conditions), which could take up to two years. When authorized to perform this task, the Firm's services will consist of the following activities:

- Assist the City with rule and statutory interpretation as it relates directly to site rehabilitation.
- Review and provide legal support for all draft site rehabilitation related environmental documents to be prepared by the City's environmental consultant and submitted to Broward County Environmental Protection and Growth Management Department ("EPGMD") or Florida Department of Environmental Protection ("FDEP"). This sub-task includes all meetings and correspondence with EPGMD and FDEP in support of obtaining regulatory approvals of the foregoing documents.
- Any and all briefing required by the City to City staff, elected officials, media, and/or community stakeholders regarding any environmental aspect of the project.

Flat Fee: \$30,000.00, to be paid as follows:

- \$15,000.00 upon authorization to proceed

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- \$15,000.00 no later than December 21, 2020.

Task 3: Declaration of Restrictive Covenant

- Draft, negotiate, and finalize a Declaration of Restrictive Covenant (“DRC”) for the Subject Property with Broward County EPGMD and the Office of the Broward County Attorney consistent with the Institutional Controls Procedures Guidance (“ICPG”) dated March 2017 and issued by the Florida Department of Environmental Protection (“FDEP”).
- Coordinate preparation of legal description and site maps with Client’s environmental consultant and, if necessary, Client’s surveyor.
- Coordinate preparation of an Opinion of Title, Title Certificate or Title Policy (collectively, Title Work”) consistent with the FDEP ICPG and Chapter 27, Broward County Code of Ordinances, and thereafter analyze said report and encumbrances to determine whether any third-party entities must receive Actual Notice and otherwise join the DRC and, if so, prepare such notice and obtain such joinder utilizing the form incorporated into the FDEP ICPG. Said activities include coordinating and negotiating with easement holders to address concerns regarding the DRC, if necessary.
- Coordinate preparation and issuance by certified mail of all required Actual Notices of Intent to Approve Use of Institutional Controls (the “Actual Notices”) and thereafter respond to comments, if any, from parties receiving said Actual Notices.
- Prepare, negotiate, and secure execution of any joinder and/or subordination documentation for third parties having certain threshold legal interests in the Subject Property utilizing the form incorporated into the FDEP ICPG.
- Following approval by EPGMD and the Broward County Attorney’s Office of the DRC and all exhibits, facilitate recordation with the Broward County Clerk.

The Firm charges a flat fee of \$50,000.00 for implementation of Task 1, to be paid as follows:

- \$25,000.00 at engagement
- \$25,000.00 upon recordation of the DRC

Task 4: Preparation and Filing of 2020 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 2020 for site rehabilitation activities at the Subject Property. 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 2020 costs (the "2020 Application") are properly paid consistent with the applicable regulations; (ii) all 2020 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 2020 Application with FDEP by the statutory deadline of January 31, 2021.

The Firm will procure a qualified CPA firm to conduct the audit; however, the cost of audit, likely between \$1,800.00 and \$2,000.00, 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.

Fixed Fee: \$7,500.00 plus all costs, including CPA fee, FDEP filing fee, and overnight mail, payable at the time of execution of this engagement given that the 2019 Application has been filed and all corresponding costs have been incurred.

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 any appeal of a denial, in full or in part, of the 2020 Application and any other application for economic incentives. 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.

III. Costs

City agrees to be responsible for any and all costs incurred by the Firm on the City's behalf, including but not limited to overnight mail, travel and lodging, delivery by courier, and third-party copying; provided, however, that any of the foregoing costs that are reasonably expected to exceed \$50.00 shall not be incurred on the City's behalf without first obtaining the City's written consent. Notwithstanding the foregoing, the City will not be charged for any routine copying performed at the Firm's offices, the placement of any long-distance phone calls by the Firm, or any Firm transmittals via U.S. Mail or by facsimile

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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 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 along with the initial retainer. Thank you for the continuing opportunity to be of service.

Very truly yours,

THE GOLDSTEIN ENVIRONMENTAL LAW FIRM, P.A.

Michael R. Goldstein

Michael R. Goldstein

/mrg