

February 21, 2018

Via E-Mail: alonsow@miamisprings-fl.gov

Mr. William Alonso, City Manager
City of Miami Springs
201 Westward Drive
Miami Springs, FL 33166

Re: Agreement for Professional Services Extension

By way of background, the City of Miami Springs ("City") retained Becker & Poliakoff ("the Firm") on January 14th, 2014. The aforementioned retainer subsequently has been extended on a yearly basis thereafter on October 1st with an expiration of September 30th.

The Firm is requesting to extend the Agreement for Professional Services for an additional one year period, in the amount of \$45,000.00, paid in three equal payments, for consulting and lobbying services as funds were budgeted in the FY18/19 Budget pursuant to Section §31.11(E)(6)(g) of the City Code and pursuant to the City's existing contract (Funds were approved in the FY18/19 Budget).

All terms and conditions of Agreement for Professional Services between City of Miami Springs and Becker & Poliakoff, P.A. shall stay in full force and effect. See attached Agreement for Professional Services between City of Miami Springs and Becker & Poliakoff, P.A.

In witness whereof, the parties have executed this Agreement for Professional Services Extension, on 11th day of MARCH, 2019.

Jose K. Fuentes
Becker & Poliakoff
121 Alhambra Plaza, 10th Fl
Coral Gables, FL 33134

William Alonso, City Manger
City of Miami Springs
201 Westward Drive
Miami Springs, FL 33166



121 Alhambra Plaza, 10th Floor
Coral Gables, Florida 33134
Phone: (305) 262-4433 Fax: (305) 442-2232

Reply To:
Jose K. Fuentes
Direct Dial: (305) 260-1018
JFuentes@bplegal.com

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

CITY OF MIAMI SPRINGS

AND

BECKER & POLIAKOFF, P.A.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (the "Agreement") is entered into by and between **BECKER & POLIAKOFF, P.A.** (hereinafter "BECKER & POLIAKOFF") and **CITY OF MIAMI SPRINGS** (hereinafter referred to as "Miami Springs"). BECKER & POLIAKOFF and together shall be referred to as "Parties."

RECITALS

WHEREAS, Miami Springs has had an active Professional Services Agreement in place with the FUENTES RODRIGUEZ CONSULTING GROUP (FRCG) for representation and other services; and

WHEREAS, BECKER & POLIAKOFF has acquired FRCG; and

WHEREAS, Miami Springs wishes to continue to receive the services it has received from FRCG with BECKER & POLIAKOFF, and BECKER & POLIAKOFF is ready, willing and able to do so.

AGREEMENT

NOW THEREFORE, in consideration of these aforementioned recitals, which are incorporated herein by reference, and the mutual covenants and obligations contained in this Agreement, BECKER & POLIAKOFF and MIAMI SPRINGS hereby agree as follows:

1) Services: BECKER & POLIAKOFF shall: provide strategic consulting for successful implementation of MIAMI SPRINGS' legislative agenda; serve as MIAMI SPRINGS' representative and spokesperson in meetings with federal, state, regional and local governmental entities, members of the Florida Legislature, legislative branch staff, and other stakeholders involved in the implementation of flood control initiatives and programs as well as, to secure funding for other capital improvements projects within the City; represent MIAMI SPRINGS one of its designated lobbyists before the Florida Legislature during the 2014 Regular Session and any and all Special Sessions; that may convene; and provide public relations and outreach consultation and services with relevant stakeholders and prospective opportunities (collectively referred to as, the "Services").

It is hereby agreed to and understood that the obligations referenced above as BECKER & POLIAKOFF's Services serve as general operating parameters that are not meant to be express instructions to BECKER & POLIAKOFF on how to complete its Services but instead illustrative of the scope of work that will most likely be required in the successful accomplishment of MIAMI SPRINGS' objectives. In the rendition of BECKER & POLIAKOFF's Services, all representations made by BECKER & POLIAKOFF on MIAMI SPRINGS' behalf shall be subject to prior approval by MIAMI

SPRINGS'S authorized representative, which may be given orally or in written form. Nothing in this agreement shall be construed as a representation guarantying BECKER & POLIAKOFF's ability to successfully have a governmental entity approve, adopt or otherwise support any part or policy related to MIAMI SPRINGS' goals. BECKER & POLIAKOFF shall apply its best efforts to facilitate the development of MIAMI SPRINGS' goals.

2) Term and Compensation: The term of this Agreement will commence on October 1, 2013, and will be for a period of one (1) year, ending on September 30, 2014. MIAMI SPRINGS shall have the option to renew this Agreement for successive terms of one (1) year, under the same terms and conditions herein, provided that the services requested of BECKER & POLIAKOFF have not substantially varied from those listed. The Parties are otherwise free to extend the term of this Agreement, the scope of duties and the corresponding compensation by modification or addendum to this Agreement pursuant to Section 5 herein. MIAMI SPRINGS shall pay BECKER & POLIAKOFF the sum total of FORTY-FIVE THOUSAND DOLLARS (\$45,000.00) for the aforementioned term (hereinafter the "Fee") to perform the Services specified in Section (1) herein. An initial retainer fee of SIXTEEN THOUSAND DOLLARS (\$16,000.00) shall be due within fifteen (15) days of execution of this Agreement. The balance shall be paid in two (2) additional installments of FOURTEEN THOUSAND FIVE HUNDRED (\$14,500.00) due and payable on February 1, 2014 and June 1, 2014, following MIAMI SPRINGS' receipt of invoices from BECKER & POLIAKOFF. Should BECKER & POLIAKOFF successfully accomplish MIAMI SPRINGS' objective prior to the end of the term, the balance of the Fee shall be due to BECKER & POLIAKOFF within thirty (30) days thereafter. All payments will be made by check or money order consistent with Section (4) of this Agreement.

3) Expenses: Any office or de minimus general expenses incurred by BECKER & POLIAKOFF in the performance of its Services under this Agreement shall not be billed to MIAMI SPRINGS but shall be borne by BECKER & POLIAKOFF and covered by the Fee. Should BECKER & POLIAKOFF be required to pay in advance any pre-approved expenses related to the necessary or emergency production of marketing materials, BECKER & POLIAKOFF shall bill to MIAMI SPRINGS, and MIAMI SPRINGS shall reimburse BECKER & POLIAKOFF, for all pre-approved expenses. The Fee shall not cover any and all additional costs, fees and/or expenses related to the Services provided by subcontractors identified by BECKER & POLIAKOFF and authorized by MIAMI SPRINGS for retention.

4) Issuance of Payments and Notice: MIAMI SPRINGS shall make checks payable to **BECKER & POLIAKOFF** and sent to Alhambra Towers, 121 Alhambra Plaza, 10th Floor, Coral Gables, FL 33134. All written notices from MIAMI SPRINGS to BECKER & POLIAKOFF shall be sent to this address.

5) Modification, Extension or Other Amendment: No modification, extension or other change to this Agreement shall be valid unless in writing signed by the parties hereto. The parties are free to extend this agreement under its same term by a

mutually-executed writing, referencing this Agreement, specifying the term of the extension and providing any deviations from this Agreement.

6) Termination: Either of the parties may terminate this Agreement prior to the date established in section (2) herein by providing written notice to the other party thirty (30) days prior to the desired date of termination. If this Agreement is appropriately terminated, MIAMI SPRINGS shall pay BECKER & POLIAKOFF for any and all Services rendered, as well as any and all pre-approved expenses during the term of this Agreement up to and until the established date of termination. In the event of early termination, as provided herein, the final amount to be paid shall be established on a pro-rata basis based on the per diem value of work under this Agreement for the time leading up to the established date of termination. If the Fee exceeds the pro-rata amount due and the monthly fee had already been paid to BECKER & POLIAKOFF, BECKER & POLIAKOFF shall remit the difference within thirty (30) days of termination in a check or money order payable to MIAMI SPRINGS. BECKER & POLIAKOFF shall not be entitled to, and MIAMI SPRINGS shall not be required to pay, any outstanding pro-rata amount, if MIAMI SPRINGS terminated this Agreement because BECKER & POLIAKOFF or an authorized agent thereof is arrested or convicted of any crime or offense connected with the rendition of the Services hereunder, fails or refuses to comply with the reasonable directives of MIAMI SPRINGS, or is guilty of serious misconduct in connection with performance hereunder. Termination of this Agreement for cause shall not impair any other rights or remedies available to the terminating party.

7) Independent Contractor: Subject to the terms and conditions of this Agreement, MIAMI SPRINGS hereby engages BECKER & POLIAKOFF as an independent contractor to perform the Services set forth herein, and BECKER & POLIAKOFF hereby accepts such engagement. This Agreement shall not render BECKER & POLIAKOFF an employee, partner, agent of, or joint venture with MIAMI SPRINGS for any purpose. BECKER & POLIAKOFF is and will remain an independent contractor in its relationship with MIAMI SPRINGS. MIAMI SPRINGS shall not be responsible for withholding taxes with respect to BECKER & POLIAKOFF's compensation hereunder. BECKER & POLIAKOFF shall have no claim against MIAMI SPRINGS, as a result of this Agreement or otherwise, for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

8) Successors and Assigns; Merger: All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns. This Agreement shall not be terminated by the merger or consolidation of BECKER & POLIAKOFF into or with any other entity.

9) Assignment: BECKER & POLIAKOFF shall not assign any of its rights under this Agreement, or delegate the performance of any of its duties hereunder, without the prior written consent of MIAMI SPRINGS.

10) Choice of Law; Controversies; Jurisdiction and Venue: The laws of the state of Florida shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto. The parties hereby agree that any controversies arising out of the terms of this Agreement or its interpretation shall be settled in Miami-Dade County, Florida, in a court of appropriate jurisdiction. Each party hereby waives any right to trial by jury in the event of said litigation.

11) Headings: Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

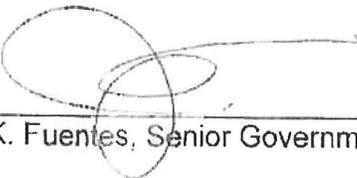
12) Waiver: Waiver by one party hereto of a breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

13) Unenforceability of Provisions: If any provision of this Agreement, or my portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

14) Entire Understanding: This document and any schedule and/or exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

IN WITNESS HEREOF, the Parties, having reviewed, read, and understood the terms of this Agreement, do hereby execute this Agreement by the respective signatures of the appropriate persons below, effective as of the date specified above.

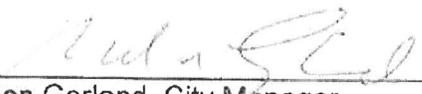
BECKER & POLIAKOFF



Jose K. Fuentes, Senior Government Relations Consultant

1/29/14
Date Executed

CITY OF MIAMI SPRINGS:



Ron Gorland, City Manager

1-14-2014
Date Executed