

SEPT 12, 2011

THE
FUENTES
&
RODRIGUEZ
CONSULTING GROUP

799 BRICKELL PLAZA, SUITE 804, MIAMI, FL 33131 | PHONE: (305) 443-6300 FACSIMILE: (305) 373-6918

AMENDED AND RESTATED AGREEMENT FOR PROFESSIONAL SERVICES

This Amended and Restated Agreement for Professional Services (the "Agreement") is entered into by and between the FUENTES CONSULTING GROUP, LLC, an active Florida limited liability company, d/b/a the FUENTES RODRIGUEZ CONSULTING GROUP ("FRCG"), and CITY OF MIAMI SPRINGS (hereinafter referred to as "MIAMI SPRINGS"). FRCG and MIAMI SPRINGS together shall be referred to as "Parties."

RECITALS

WHEREAS, MIAMI SPRINGS has had an active Professional Services Agreement in place with the South Florida WREN Group ("WREN") since 2009 for representation and other professional services; and

WHEREAS, the principals of WREN now operate FRCG and plan to wind down the operation of WREN; and

WHEREAS, MIAMI SPRINGS wishes to continue to receive the services it has received from the principals of WREN by and through FRCG, and FRCG 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, FRCG and MIAMI SPRINGS hereby agrees as follows:

- 1) Services: The FRCG 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 members of the Florida Legislature, legislative branch staff, other stakeholders involved in the implementation of flood 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 2012 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 FRCG's Services serve as general operating parameters that are not meant to be express instructions to FRCG 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 FRCG's Services, all representations made by FRCG on MIAMI SPRINGS' behalf shall be subject to prior approval by MIAMI SPRINGS' authorized representative, which may be given orally or in written form. Nothing in this agreement shall be construed as a representation guarantying FRCG's ability to successfully have a governmental entity approve, adopt or otherwise support any part or policy related to the MIAMI SPRINGS' goals. FRCG shall apply its best efforts to facilitate the development of the MIAMI SPRINGS' goals.

2) Term and Compensation: The term of this Agreement shall begin on October 1st, 2011 ("Effective Date") and will be for a period of one (1) year ending on September 30th, 2012. Miami Springs shall have the option to renew this Agreement for up to three (3) successive terms of one (1) year, under the same terms and conditions herein, provided that the services requested of FRCG 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 his Agreement pursuant to Section 5 herein. MIAMI SPRINGS will pay FRCG 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 DOLLARS (\$14,500.00), due and payable on February 1st, 2012 and June 1st, 2012, following MIAMI SPRINGS' receipt of invoices from FRCG. Should FRCG successfully accomplish MIAMI SPRINGS' objective prior to the end of the term, the balance of the Fee shall be due to FRCG within thirty (30) days thereafter. All payment(s) shall 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 FRCG in the performance of its Services under this Agreement shall not be billed to MIAMI SPRINGS but shall be borne by FRCG and covered by the Fee. FRCG shall not be responsible for producing any and all marketing materials that may be necessary to accomplish MIAMI SPRINGS' objectives. Should FRCG be required to pay in advance any pre-approved expenses related to the necessary or emergency production of marketing materials, FRCG shall bill to MIAMI SPRINGS, and MIAMI SPRINGS shall reimburse FRCG, 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 FRCG and authorized by MIAMI SPRINGS for retention.

4) Issuance of Payments and Notice: MIAMI SPRINGS shall make checks payable to the **FUENTES RODRIGUEZ CONSULTING GROUP** and sent to 799 Brickell Plaza, Suite 804, Miami, FL 33131. All written notices from MIAMI SPRINGS to FRCG 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 terms 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 FRCG 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 FRCG, FRCG shall remit the difference within thirty (30) days of termination in a check or money order payable to MIAMI SPRINGS. FRCG shall not be entitled to, and MIAMI SPRINGS shall not be required to pay, any outstanding pro-rata amount, if MIAMI SPRINGS terminates this Agreement because FRCG 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 FRCG as an independent contractor to perform the Services set forth herein, and FRCG hereby accepts such engagement. This Agreement shall not render FRCG an employee, partner, agent of, or joint venturer with MIAMI SPRINGS for any purpose. FRCG is and will remain an independent contractor in its relationship to MIAMI SPRINGS. MIAMI SPRINGS shall not be responsible for withholding taxes with respect to FRCG's compensation hereunder. FRCG 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 FRCG into or with any other entity.
- 9) Assignment: FRCG shall not assign any of his/her rights under this Agreement, or delegate the performance of any of his/her 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.

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 any 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.

FUENTES RODRIGUEZ CONSULTING GROUP:



Jose K. Fuentes, Founding/Managing Partner

9/8/11

Date Executed

THE CITY OF MIAMI SPRINGS

James (Jim) Borgmann, City Manager

Date Executed