

LARRY M. SPRING, JR., CPA

CONSULTANT

CONTACT

1717 N Bayshore Dr.
#PHD41
Miami, FL. 33132
LarryMSpring@gmail.com
786-256-1459

MR. NORIEGA

CITY MANAGER • CITY OF MIAMI • 444 SW 2ND AVENUE • MIAMI, FL. 33132

4/8/2020

Dear Mr. Noriega,

Thank you for the opportunity to submit this proposal for services during this very difficult time. I applaud your forward thinking and leadership. As you may know I come with a long history of the City of Miami both in good and crisis times. I led the development and implementation City's financial recovery plan post the 2008 recession, which eventually yielded the City with restored reserves and a return to financial stability.

Now the City is faced with this new crisis which could not be predicted, however I come equipped with the intimate knowledge of the details of the new federal stimulus package and creative ideas on how to use the tools and resources available to the City to help ride through this crisis and develop strategies for jump starting the local economy once we get to our new normal.

I look forward to working with you and your team. If you have any questions on the attached proposal, I will make myself available to you and/or your staff to further discuss.

Regards,

Larry M. Spring, Jr.

Larry M. Spring, Jr., CPA

Consulting Service Agreement

The following proposal outlines the terms and conditions offered by Larry M. Spring, Jr. ("Advisor") for providing consulting services to the City of Miami ("Client")

Services

During the term of this Agreement, Advisor shall act as a consultant to Client and provide advisory services as reasonably requested by the Client, including but will not necessarily be limited to the following:

- 1. Work under the direction of the City Manager specifically focus on developing short and midterm financial and economic recovery strategies in response to the COVID-19 crisis.**
- 2. Perform research on federal, state, and local financial mitigation and grant programs that can used to subsidize city financing and cash flow needs.**
- 3. Work with City staff, attending meetings, and prepare reports as maybe necessary.**
- 4. Perform any additional assignments as maybe directed by the City Manager.**

Compensation

The compensation structure will consist of a \$5,000 monthly retainer. Client shall be billed for direct expenses incurred. Prior writing approval shall be required for any such expenses exceeding one hundred and fifty dollars (USD\$150).

Time for Performance of Duties

Notwithstanding any other term or condition of this Agreement, Client specifically acknowledges that Advisor has other clients and/or outside employment. Advisor shall have control over the time and manner of performing its duties described in the "Services" Section and shall make available such time as it, in its sole discretion, shall deem appropriate for the performance of its duties under this agreement.

Term, Remuneration and Termination

This agreement shall become effective upon execution of this document and shall remain in full force for 3 months. Either party may extend or terminate this agreement. Extension shall be communicated in writing. In the event that this agreement is extended the total remuneration for all services (including such extensions) shall not exceed \$25,000.

Termination shall require ten (10) days written notice delivered to the address provided herein. As a part of termination process, Client commits to delivering payment to Advisor for all outstanding invoices and cost.

Relationship

Advisor shall perform its services hereunder as an independent contractor and not as an employee of the Client or an affiliate thereof. It is expressly understood and agreed to by the parties hereto that the Advisor shall have no authority to act or, represent or bind the Client or any affiliate thereof in any manner, except as may be agreed to expressly by the Client in writing from time to time.

Amendment and Entire Agreement

The terms of this agreement may only be amended through written authorization by both parties. The terms included herein represent the entire agreement between the parties. They further replace and supersede any consulting service agreement or understanding that has previously existed between the parties.

Confidentiality with Client Matters

In the course of this Agreement, Client will share confidential information with Advisor. Advisor shall maintain any such information in the strictest of confidence. Confidential information shall only be used for the purposes of performing services on behalf of Client. Advisor shall limit its sharing of information to only those employees, directors and advisors who have a specific need to know for the purpose of delivering services to Client. The restrictions on confidential information shall not apply to information that (1) is or becomes a part of the public domain through no fault of Advisor or (2) was disclosed to Advisor by a party whom to Advisor's reasonable knowledge is not bound by any form of confidentiality restriction.

No Guaranteed Result

Client acknowledges and agrees that Advisor does not have control over third party decision makers, and therefore Advisor makes no representations, warranties or guarantees that it can achieve any particular results. Advisor, however, shall act in good faith toward the performance of its duties described above.

Governing Law; Venue; Attorney's Fees

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for all actions under this Agreement shall be in Miami-Dade County, Florida. In any actions, claims, or proceedings between the parties each party shall bear their own attorney's fees.

Compliance with Federal, State, and Local Laws

Advisor understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to open public meetings, public records, conflicts of interest, procurement procedures, record keeping, etc. Advisor agrees to comply with, and to observe all applicable laws, codes and ordinances, as they may be amended from time to time.

Authorization

The undersigned signatories are fully authorized by each respective organization to bind the party to the terms of this agreement.

Delivery of Notice

All notices will be sent via certified mail or overnight courier such as Federal Express, to

Advisor:

Larry Spring
1717 N Bayshore Dr
#PHD41
Miami, FL 33132

Client:

Arthur Noriega
City Manager
City of Miami
444 SW 2nd Avenue
Miami, FL 33130

IN WITNESS THEREOF, this Agreement is executed on the dates below and effective on the dates set forth above.

“CLIENT”

Arthur Noriega
City Manager


By 
Signature

City manager
Title

4-10-20
Date

“ADVISOR”

Larry M. Spring, Jr.

By 
Signature

Consultant
Title

4/10/2020
Date