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2525 Ponce de Leon Blvd, Suite 825
Coral Gables, FL 33134

June 9, 2026

Darvin Williams, City Manager
City of North Miami Beach
17011 NE 19th Avenue
North Miami Beach, FL 33162

Re: Retainer Agreement between City of North Miami Beach (the “client”) and Becker & Polikoff, P.A. regarding Lobbying for Annexation Applications in Miami-Dade County

Dear Mr. Williams:

On behalf of the firm, we appreciate the opportunity to assist you. As you know, our firm is uniquely qualified and well-positioned to assist you in this endeavor. It is a pleasure to provide lobbying services for Annexation Applications in Miami-Dade County. We propose to introduce your annexation applications to Miami-Dade County as well as creating an outreach plan in areas to be incorporated. The scope in connection with the annexation efforts shall include negotiating with neighboring cities and other communities, including the following:

- 1) Preparation of the proper petition language
- 2) Coordination with and support to vendor selected to gather petitions
- 3) Meetings with Miami-Dade County staff and key stakeholders
- 4) Presentations to Miami-Dade County Commission and planning advisory board as needed
- 5) Serve as point of contact for all media requests and issues dealing with annexation
- 6) Communication with the Miami-Dade County Commission and Planning Advisory Board members to achieve desired annexation.
- 7) Review annexation report for sufficiency
- 8) We are prepared to provide ongoing and on-call governmental relations services

An additional scope in connection with BusinessFlare includes:

- 1) Boundary and Folio Inventory

June 9, 2026

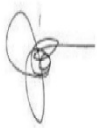
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- 2) Fiscal Impact Model
- 3) Service Delivery and Cost Analysis
- 4) Land Use, Zoning, and Covenants
- 5) Demographics and Equity Screen
- 6) Environmental and Countywide Significance Screen
- 7) Elector, Voter Data
- 8) Special Districts, Franchises, and Billing

We propose a flat monthly fee of \$7,166 per month for 12 months. In addition to legal services, our team has extensive knowledge of administrative practices and procedures at every level of government. The firm has various clients requiring legal services which involve a combination of administrative monitoring, as well as government contract follow-up. Not included in the contract are traditional legal services such as drafting, securities or regulatory advice, litigation, and the like, any of which would be subject to a separate retainer if such services are desired. Such services will be provided on an hourly basis.

On behalf of Becker & Polikoff, P.A., we look forward to working with you on this project and thank you for your confidence in our lobbying team.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jose K. Fuentes", with a stylized flourish extending from the end.

Jose K. Fuentes
For the Firm

JKF/rc

Retainer Agreement Agreed to and Accepted by City of North Miami Beach including any of its related affiliates, entitles and /or assigns.

By:_____ ***Date***_____ ***2026***

TERMS OF ENGAGEMENT

We appreciate your decision to retain Becker (the “Firm”) as your legal counsel. Our engagement and the services we will provide to you are limited to the matter(s) identified in the accompanying letter. Any changes in the scope of our representation described in the letter must be approved in writing. We will provide services of a strictly legal nature related to the matter(s) described in the letter. You will not rely on us for business, investment, or accounting decisions, or expect us to investigate the character or credit of persons or entities with whom you may be dealing. Further, there may be tax consequences resulting from the transaction, claim, settlement, or other resolution of your matter. The Firm has tax attorneys on staff who can assist you. However, unless specified in writing by the Firm, the Firm will not be providing tax advice.

Confidentiality

Our relationship with you, including the communications between our office and you and your co-workers, is confidential and those communications are covered by what is called lawyer/client privilege. In order for us to best represent your interests and to give you the best possible legal representation, it is vitally important that you respect that relationship and confidentiality and that you take care not to divulge any of our confidential communications to any outside party including family members and friends. Providing such information to another person or company means that the opposing party to our litigation may in some fashion gain access to information which we consider to be highly critical in the representation of your matter.

The usage of social media such as Facebook©, Instagram®, X© or even LinkedIn® (etc.) may jeopardize the confidentiality, if any of the materials you “post” on a site are relevant to any matter involved in your case. A “tweet” in which you might discuss a deposition or a discussion that you might have with someone in your firm may allow the opposing counsel to “discover” (using a process called Discovery) details of a matter which is germane and possibly even vital to your representation. We ask, therefore, that you not use any of these kinds of sites to discuss your case or anything even remotely related to your case. We cannot take responsibility for, nor countenance the

usage of social media. Please be advised that if we, in our professional opinion, feel that you have used such media in a manner which is detrimental to the matter at hand and to our success or failure in representing your interests, we reserve the right to withdraw from representation in the same manner that we might if you had failed to follow through with our requests for information or other case related requirements.

Text Messaging

Direct messaging, including text messaging, is discouraged as the Firm cannot easily obtain and store copies of what may be important client communications in that format. However, if it is in the Client's best interest, the Firm and Attorneys may communicate with a Client via a text messaging platform.

Corporate Representation

You should be aware that, in instances in which we represent a corporation or other entity, our client is the "entity" and not its individual officers, shareholders, directors, partners, members, managers or persons in similar positions, or with its parent, subsidiaries, or other affiliates. In those cases, our professional responsibilities are owed only to that entity, alone, and no conflict of interest will be asserted by you because we represent persons with respect to interests that are adverse to the individual persons or business organizations who have a relationship with you. Of course, we can also represent individual officers, shareholders, partners, members, managers, and other persons related to the entity in matters that do not conflict with the interests of the entity, but any such representation will be the subject of a separate engagement letter. Similarly, when we represent a party on an insured claim, we represent the insured, not the insurer, even though we may be approved, selected, or paid by the insurer.

Fees and Billing

We encourage flexibility in determining billing arrangements. For example, we often agree with our clients to perform services on a fixed-fee, success fee, or other basis that we and the client believe will encourage efficiency and reflect the value of our services in relation to a particular objective.

If you and we have agreed on a fixed fee or success fee arrangement, you agree that our fees will not be limited to the fixed amount if you fail to make a complete and accurate disclosure of information that we have requested and that we reasonably require for our work, or if you materially change the terms, conditions, scope, or nature of the work, as described by you when we determined the fixed amount, or as compared with the work normally and customarily involved in similar engagements. If any of these events occur, you agree that our fees will be no less than the agreed upon fixed fee or success fee; plus an additional fee calculated by multiplying the typical hourly rate charged by the lawyer, lobbyist, or paralegal times the additional hours spent providing services, unless you and we agree on a revised fixed or success fee.

If the accompanying letter does not provide for a fixed fee, our fees for services will be determined as described in the following paragraphs.

When establishing fees for services that we render, we are guided primarily by the time and labor required, although we also consider other appropriate factors, such as the novelty and difficulty of the legal issues involved; the legal skill required to perform the particular assignment; time-saving use of resources (including research, analysis, data and documentation) that we have previously developed and stored electronically or otherwise in quickly retrievable form; the fee customarily charged by comparable law firms for similar legal services; the amount of money involved or at risk and the results obtained; and, the time constraints imposed by either the client or the circumstances. We generally require a fee and cost deposit in an amount that is appropriate with respect to the proposed representation. We may request additional fee and cost deposits based upon the exigencies of your case. Unless otherwise agreed in writing, the Firm, in its discretion, may apply the fee and cost deposits to the earliest unpaid fees and costs incurred in connection with the representation.

In determining a reasonable fee for the time and labor required for a particular matter, we consider the ability, experience, and reputation of the lawyer or lawyers in our firm who perform the services. To facilitate this determination, we internally assign to each lawyer an hourly rate based on these factors. If we determine that research or other work can be efficiently handled by a law clerk or paralegal under an attorney's supervision, the time of the law clerk or paralegal will be billed at the paralegal or law clerk rate applicable to the services performed.

Of course, our hourly rates change periodically to account for increases in our cost of delivering legal services, other economic factors, and the augmentation of a particular lawyer's ability, experience, and reputation. Any such changes in hourly rates are applied prospectively, as well as to unbilled time previously expended. You will be advised of any change in the hourly rate applicable to your matter. We record and bill our time in one-tenth hour (six minute) increments.

When selecting lawyers to perform services for you, we generally seek to assign lawyers having the lowest hourly rates consistent with the skills, time demands, and other factors influencing the professional responsibility involved in each matter. That does not mean we will always assign a lawyer with a lower hourly rate than other lawyers. As circumstances require, the services of lawyers in our firm with special skills or experience may be sought when that will either (a) reduce the legal expense to you, (b) provide a specialized legal skill needed, or (c) help move the matter forward.

Expenses

In addition to legal fees, our statements will include out-of-pocket expenses that we have advanced on your behalf and other charges for certain support activities. Advanced expenses will generally include such items as travel, parking, postage, filing, recording, certification, and registration fees charged by governmental bodies. Other charges typically include such items as facsimile transmissions, printing, scanning charges or other digital or electronic images, overnight courier services, certain charges for computer research and complex document production, processing, loading, conversion, coding, manipulation, technical assistance and project management

time and costs (including but not limited to data hosting, use of analytical tools and artificial intelligence) for use with litigation support software, charges for electronically filing documents within the various courts' electronic filing systems and charges for copying and scanning materials sent to you or third parties or required for our use. Some such costs, including but not limited to computer searches, computer generated documents and filings and facsimile transmissions, may include an administrative fee charged by the Firm, as determined by the Firm from time to time. However, instead of charging for facsimile transmissions, routine printing, scanning, photocopying, or other digital or electronic images, the firm may elect to charge a one-time fee of 75 cents per megabyte of stored records rounded up to the nearest dollar. This electronic records fee will be charged only once, as records are added to the database, and will not be a recurring charge for storage.

During the course of our representation, it may be appropriate to hire third parties to provide services on your behalf. These services may include consulting or testifying experts, investigators, providers of computerized litigation support, and court reporters. Because of the legal "work product" protection afforded to services that an attorney requests from third parties, in certain situations we may assume responsibility for retaining the appropriate service providers. Even if we do so, however, you will be responsible for paying all fees and expenses directly to the service providers or reimbursing us for these expenses.

The Firm may use advanced legal research platforms including, but not limited to, Westlaw Precision, and Westlaw CoCounsel that incorporate artificial intelligence and analytics to enhance the speed and quality of legal research. In matters requiring substantial research, we may apply a designated hourly rate that reflects the added value and efficiency provided by these tools. This rate will appear clearly on your invoice and will not include a separate disbursement or line-item charge for the research platform itself.

By signing the engagement letter, you consent to the firm using those tools in connection with researching your matter and acknowledge that related costs may be recovered through by applying this research-specific hourly rate. You also agree that no separate charges for access to those legal research AI tools will be billed to you unless expressly authorized in writing.

If you would prefer a different billing arrangement for legal research costs, please notify us before signing the engagement letter.

Billing

We bill periodically throughout the engagement for a particular matter, and our monthly statements are due when rendered. If our fees are based primarily on the amount of our time devoted to the matter, our statements will be rendered monthly. In instances in which we represent more than one person or entity with respect to a matter, each person and entity that we represent is jointly and severally liable for our fees and expenses with respect to the representation. Our statements contain a concise summary of each matter for which legal services are rendered and the fee that is charged.

Delinquent invoices may require an additional retainer amount and the firm reserves the right to condition future work upon payment of that additional retainer. If our statement is not paid in a timely manner, we reserve the right to discontinue services. Additionally, if our statement has not been paid within thirty (30) days from the date of the statement, we impose an interest charge of one and one-half (1.5%) percent per month (an eighteen percent annual percentage rate), from the 30th day after the date of the statement until it is paid in full. Interest charges apply to specific monthly statements on an individual statement basis. Any payments made on past-due statements are applied first to the oldest outstanding statement. If you have given the Firm a deposit for attorneys' fees and costs that the Firm has deposited in our trust account which is designated for use in one matter, and you fail to pay attorneys' fees or costs for another matter the Firm is handling for you, the Firm shall have the option to disburse those funds to the Firm to pay outstanding attorneys' fees and costs in any other matter provided that attorneys' fees and costs in the other matter are more than 60 days past due. If collection activities are necessary, we will be entitled to reasonable attorneys' fees and costs, for pre-trial, and all trial, arbitration, mediation and appellate levels, including the amount of attorney's fees incurred in determining the amount of attorney's fees and costs awarded, and including the value of attorney's fees we incur if the Firm represents itself. Post-judgment interest shall accrue at the rate of eighteen (18%) percent per annum. IN THE EVENT OF A DISPUTE OVER THE AMOUNT OF LEGAL FEES CHARGED OR THE MANNER, NATURE OR EXTENT OF LEGAL SERVICES PROVIDED, YOU AGREE YOU HAVE WAIVED THE RIGHT TO A TRIAL BY JURY. In any such litigation, jurisdiction and venue will lie in the court of competent jurisdiction in Broward County, Florida.

All credit card payments shall incur an additional fee of 2.39 percent of the payment amount.

If you object to any portion of an invoice, you must so notify the Firm within thirty (30) calendar days of receipt of the invoice. You must identify in writing the specific cause of the disagreement and the amount in dispute and must pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. If no objection is submitted within thirty (30) calendar days, the invoice will be considered due and payable and any dispute regarding the invoice is deemed waived.

Should the Firm cease to represent you for any reason, including the Firm's voluntary withdrawal during the pendency of any action, and any attorney's fees or costs remain unpaid, the Firm is entitled to a charging lien and to payment of any costs and attorney's fees out of any eventual recovery in the action (in addition to any right to a retaining lien) or other rights set forth herein.

Agreement For Payment of Attorney's Fees by Another

Another person or entity may agree to pay some or all of Client's attorney's fees. Any such agreement will not affect Client's obligation to pay attorney's fees under this Agreement, nor will the Firm be obligated under this Agreement to enforce any such agreement. Any such amounts actually received by the Firm, however, will be credited against the attorney's fees as set forth above (or delivered to Clients to the extent there is no balance due the Firm). The fact that another person or entity may agree to pay some or all of Client's attorney's fees or that a Court may make such an award,

will not make such person or entity a client of BECKER. Unless Client gives written permission to discuss all or a portion of Client's matters with those paying all or a portion of the attorney's fees, the Firm will not disclose any Client confidential information to them.

Trust Funds.

The Client acknowledges and agrees that funds held on the Client's behalf in the Firm's IOTA trust account may exceed the limits of FDIC insurance. The Client further acknowledges and agrees that all funds held on the Client's behalf in the Firm's IOTA trust account will be held in a single account regardless of whether those funds exceed the limits of FDIC insurance and thus are not subject to FDIC insurance.

Relationships With Other Clients

Because we are a multi-practice law firm with offices throughout Florida and the U.S., we may be (and often are) asked to represent a client with respect to interests that are adverse to those of another client who is represented by our firm in connection with another matter. Just as you would not wish to be prevented in an appropriate situation from retaining a law firm that competes with Becker, our firm wishes to be able to consider the representation of other persons who may be competitors in your industry or who may have interests that are potentially adverse to yours, but with respect to matters that are unrelated in any way to our representation of you. The ethics that govern us permit us to accept such multiple representations, assuming certain requirements are met.

Settlement

With respect to any legal services relating to disputed matters, the Firm will not settle Client's dispute without the approval of Client, who will have the right to accept or reject any proposed resolution of the disputed matter, but which agreement shall not be unreasonably withheld. The Firm will notify Client promptly of the terms of any proposed resolution or settlement offer received by the Firm relating to the disputed matter.

Disclaimer of Promise or Guarantee.

Although the Firm may offer an opinion about possible results regarding the subject matter of any of the matters falling under this Agreement, THE FIRM CANNOT GUARANTEE ANY PARTICULAR RESULT in any given matter. Client acknowledges that the Firm has made no promises about the outcome and that any opinion offered by the Firm in the future will not constitute a promise or guarantee.

Virus and Computer Hacking Protection

During the course of our engagement, we will exchange electronic versions of documents and emails with you and others using commercially available software. Unfortunately, businesses and people are often victimized by the creation and dissemination of computer viruses, hackers, malware,

ransomware or similar destructive electronic programs. We take these issues seriously and have invested in software and systems that identify and protect against these issues. We update our system with the software of various vendors' current releases at regular intervals. And we train lawyers and staff to recognize these issues.

Because bad actors can penetrate any computer security systems, we cannot guarantee we will not be successfully attacked or that your documents, email and confidential information will not be compromised. Accordingly, we are not responsible for any such issues and make no warranties regarding them.

Retention Policy

All client files belong to the Firm, not the client. Should the Firm cease to represent you for any reason, including the Firm's voluntary withdrawal during the pendency of any action, and subject to the right of the Firm to assert a retaining lien, you may request, only in writing, a copy of your client files, excluding Firm work product, administrative materials, internal Firm communications, and billing and financial related items (hereinafter referred to as the "File Documents"). You must identify with particularity which File Documents you are requesting. You must pay, in advance, the cost of duplicating and delivering File Documents calculated as follows: labor cost of \$175 per hour plus archival retrieval and duplication costs, plus any out-of-pocket costs incurred by the Firm. Copies will be provided within 45 days from receipt of your written request and payment of the cost of duplicating and delivering File Documents specified herein. The Firm may extend the date for providing copies when the File Documents requested are voluminous. Your file will be processed and closed under the Firm's Retention Policy, which provides for destruction **seven years (7)** after the work is completed, except for Estate Planning matters, which will be destroyed **ten years (10)** after completion.

Solicitation

We spend a great deal of time and resources to hire and train superior attorneys and employees who are able to provide you with legal services conforming to our high professional standards. Accordingly, in the event you solicit or hire a Firm attorney or employee during the time period we are representing you and for a period of six months thereafter, you agree you will pay the Firm an amount equivalent to twenty-five (25%) percent of that attorney or employee's first year of base salary with your organization (including any signing bonus), plus stock or equity in your organization equivalent to twenty-five (25%) percent of any stock or equity grant made as part of your hiring of such attorney or employee.

Termination

Upon completion of the matter(s) to which this representation applies, or upon earlier termination of our relationship, the attorney-client relationship will end, unless you and we have expressly agreed to a continuation with respect to other matters. We hope, of course, that such a continuation will be the case. The representation is terminable at will by either of us. The termination

of the representation will not terminate your obligation to pay our fees and expenses incurred prior to the termination. Client may discharge the Firm at any time by written notice effective when received by the Firm. Unless specifically agreed by the Firm and Client, the Firm will provide no further services on Client's behalf after receipt of the notice. If the Firm is Client's attorney of record in any proceeding, Client will execute and return, if applicable, a substitution-of-attorney form immediately on its receipt from the Firm. Notwithstanding the discharge, Client will remain obligated to pay the Firm all attorney's fees required under the terms of this Agreement.

Additional Work Performed at Client's Request

From time to time, Clients request that we perform or engage in legal services beyond the scope of the specific matter for which a client may have specifically or originally engaged the Firm. Our practice is to enter into a separate agreement for those services. To the extent that you request us to provide legal assistance, consultation, advice or counsel in connection with any matter or matters outside the scope of our original engagement and have not signed a separate agreement for that work, you expressly agree and acknowledge that the provisions of the attached engagement letter and these Terms of Engagement shall apply to and govern our provision of those additional services requested of the Firm by you.

Consent To Arbitration

NOTICE: This agreement contains provisions requiring arbitration of fee disputes. Before you sign this agreement, you should consider consulting with another lawyer about the advisability of making an agreement with mandatory arbitration requirements. Arbitration proceedings are ways to resolve disputes without use of the court system. By entering into agreements that require arbitration as the way to resolve fee disputes, you give up (waive) your right to go to court to resolve those disputes by a judge or jury. These are important rights that should not be given up without careful consideration.

In the event of a disagreement concerning fees, the undersigned parties agree to submit their controversy concerning the legal fees charged by the firm to binding arbitration. The undersigned parties consent to resolve their dispute through The Florida Bar's Fee Arbitration Program, pursuant to Chapter 14 of the Rules Regulating The Florida Bar, the Fee Arbitration Procedural Rules and Chapter 682, Florida Statutes.

* * *

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

Last Revised: 1/9/2026

City of North Miami Beach

June 9, 2026

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