

R-2019-258  
9-4-19

## AGREEMENT FOR STATE AND LOCAL LOBBYING SERVICES

This Agreement made and entered into this 30 day of October, 2019, by and between the City of Hollywood, Florida (hereinafter the "City") and The Cormac Group, (hereinafter the "Lobbyist").

WHEREAS, on May 16, 2019, the City issued RFP-4612-19-JE (the "RFP") for lobbying services; and

WHEREAS, pursuant to the RFP, the Lobbyist submitted a proposal and was one of three successful proposers; and

WHEREAS, on September 4, 2019, the City Commission approved R-2019-258 which authorized the execution of an agreement with The Cormac Group;

NOW, THEREFORE, in consideration of the mutual promises and understandings set forth herein, the parties hereto agree as follows:

### ARTICLE I INCORPORATION OF RFP DOCUMENTS

The RFP, including any addenda thereto, and the proposal submitted by the Lobbyist (hereinafter, collectively, the "RFP Documents") are attached hereto and incorporated herein. The parties shall comply with the terms and conditions set forth in the RFP Documents.

### ARTICLE II TERM AND TERMINATION

1.1 The initial term of this Agreement shall commence on October 1, 2019 and terminate on September 30, 2022. Following the Initial Term, the parties may renew this Agreement for two one-year terms. Notwithstanding any other term or provision in this Agreement, the City shall have the right, in its sole discretion, to terminate this Agreement at any time, upon thirty days prior written notice to Lobbyist. Unless Lobbyist is in breach of this Agreement, Lobbyist shall be paid for services rendered to the City's satisfaction through the date of termination

### ARTICLE III PAYMENT

The Lobbyist shall be paid on a monthly basis for fees in an annual amount of \$72,000.00. Payment shall be made within 45 days of the date a statement is rendered to the City.

### ARTICLE IV CONFLICT OF INTEREST

The Lobbyist shall not represent a client if there is a substantial risk that representation of the client will be adverse to the City. Furthermore, the Lobbyist shall not represent a client if there is a substantial likelihood that representing the client will require the Lobbyist to lobby any officer or employee of the City.

ARTICLE V  
INDEPENDENT CONTRACTOR

The Lobbyist shall render lobbying services as an independent contractor, not as an agent or employee of the City.

ARTICLE VI  
ENTIRE AGREEMENT

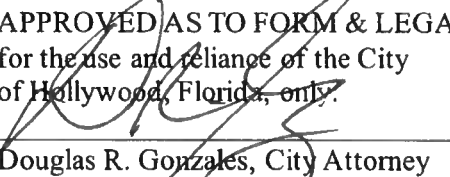
This Agreement constitutes the entire understandings of the parties. This Agreement cannot be changed or modified, except in writing, duly executed by both parties.

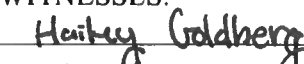
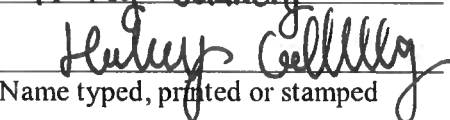
ARTICLE VII  
GOVERNING LAW

This Agreement shall be interpreted, construed, and governed according to the laws of the State of Florida. The parties agree to exclusive venue in Broward County, Florida for any litigation pertaining to this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals, the day and year first above written.

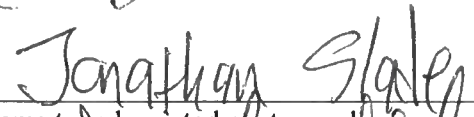
Approved as to Finance:  
  
Cintya Ramos  
Financial Services Director

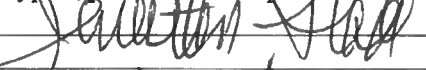
APPROVED AS TO FORM & LEGALITY  
for the use and reliance of the City  
of Hollywood, Florida, only.  
  
Douglas R. Gonzales, City Attorney

WITNESSES:  
  
  
Name typed, printed or stamped

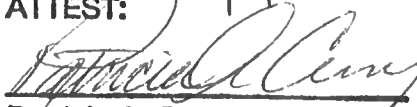
CITY OF HOLLYWOOD, FLORIDA

By:   
Josh Levy, Mayor

  
Name typed, printed or stamped

By:   
Name typed, printed or stamped

Title:   
Title:

ATTEST:  
  
Patricia A. Cerny, MMC  
City Clerk

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Name typed, printed or stamped