# AGREEMENT

This Agreement is between the City of Hollywood, Florida (COH) and The Cormac Group (TCG).

## <u>SERVICES</u>

TCG will devote its best efforts to perform specific government relations services on behalf of COH as directed by COH's designated representatives. Services shall be provided for period of one year. (October 1, 2013 – September 30, 2014). Jonathan Slade will oversee all activities relating to COH's account.

### <u>FEE</u>

TCG shall receive a consulting fee of \$6,000 per month for its services. TCG shall invoice COH not less than 15 days prior to the due date. Payments are payable on the first day of each month.

## EXPENSES

TCG will be reimbursed for all reasonable expenses incurred directly relating to this contract (i.e. transportation, lodging, meals, and communications). Reimbursements will be made within 45 days of the date a statement is rendered to the client.

# **OPTION TO RENEW AND TERMINATION**

COH reserves the right to renew this Agreement beyond September 30, 2014 for renewal terms of one year each. COH has the right to terminate without cause and shall notify TCG at least thirty days in advance if it decides to terminate this agreement.

## 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

#### CONFIDENTIALITY

In connection with this agreement, all communications between the COH and TCG attorney, agent, or employee acting on its behalf, shall be confidential, except as otherwise provided by law. All work papers, records, and other documents reviewed or obtained in connection with this matter, regardless of their nature or source, shall be considered to be COH's property and shall be held by TCG solely for COH's convenience and subject to COH's unqualified right to instruct TCG with respect to possession and control.

Any work papers, investigative materials, summaries or notes, prepared by TCG will be the property of COH. TCG will immediately return all documents, records, and work papers to COH at COH's request upon the termination of this agreement.

#### INDEPENDENT CONTRACTOR STATUS

TCG and all its employees are independent contractors and not employees of COH.

# QUARTERLY REPORTS

TCG shall submit to COH, not later than January 15, 2014, April 15, 2014, July 15, 2014 and October 15, 2014, reports reflecting services performed by TCG during the previous quarter. The requirement for a report not later than October 15, 2014, shall survive expiration of this agreement.

# **MISCELLANEOUS**

TCG's representation of COH in Washington, DC will generally include representing on federal funding, regulatory and other designated issues.

# AGREED AND ACKNOWLEDGED:

CITY OF HOLLYWOOD BY PETER BOBER, DATÉ MAYOR

ATTEST: N PĂŤRICIA A. ĆERNY, MMC **CITY CLERK** 

APPROVED AS TO FORM AND LEGALITY For the use and reliance of the City of Hollywood, Florida, only.

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THE CORMAC GROUP

DATE

PRINCIPAL THE CORMAC GROUP