

NOVATION AGREEMENT

This Agreement made and entered into this _____ day of _____, 2016, by and between the City of Hollywood, Florida (hereinafter the "City"), Ballard Partners, a Florida corporation (hereinafter the "Lobbyist") and Sayfie Law Firm, a Florida professional association (the "Former Lobbyist").

WHEREAS, on October 1, 2014, the City and the Former Lobbyist entered into an Agreement for State and Local Lobbying Services (the "Original Agreement"); and

WHEREAS, Justin J. Sayfie is the lobbyist with the Former Lobbyist who has provided lobbying services to the City; and

WHEREAS, Justin J. Sayfie is joining the Lobbyist, a statewide lobbying firm, as the managing partner of its new Fort Lauderdale office; and

WHEREAS, Justin J. Sayfie proposes to continue to provide lobbying services to the City in his capacity as managing partner of the Lobbyist's Fort Lauderdale office; and

WHEREAS, the parties are entering into this Agreement to substitute the Lobbyist for the Former Lobbyist as a party and to require Justin J. Sayfie to serve as the primary lobbyist for the City;

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

(1) The Former Lobbyist waives any claims and rights against the City that it now has or may have in the future in connection with the Original Agreement and this Agreement.

(2) The Lobbyist agrees to be bound by and to perform the Original Agreement in accordance with its terms and conditions. In doing so, the Lobbyist designates Justin J. Sayfie as the primary lobbyist to provide lobbying services to the City and as the Lobbyist's liaison person under Article IV of the Original Agreement. The Lobbyist also assumes all obligations and liabilities of, and all claims against, the Former Lobbyist under the Original Agreement as if the Lobbyist were a party to the Original Agreement.

(3) The Lobbyist ratifies all previous actions taken by the Former Lobbyist with respect to the Original Agreement, with the same force and effect as if the action had been taken by the Lobbyist.

(4) The City recognizes the Lobbyist as the Former Lobbyist's successor in interest in and to the Original Agreement. The Lobbyist by this Agreement becomes entitled to all rights, titles, and interests of the Former Lobbyist in and to the Original Agreement as if the Lobbyist were a party to the Original Agreement. Following the effective date of this Agreement, the term "Lobbyist," as used in the Original Agreement, shall refer to the Lobbyist.

(5) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the City against the Former Lobbyist.

(6) All payments and reimbursements previously made by the City to the Former Lobbyist, and all other previous actions taken by the City under the Original Agreement, shall be considered to have discharged those parts of the City's obligations under the Original Agreement. All payments and reimbursements made by the City after the date of this Agreement in the name of or to the Former Lobbyist shall have the same force and effect as if made to the Lobbyist, and shall constitute a complete discharge of the City's obligations under the Original Agreement, to the extent of the amounts paid or reimbursed.

(7) The Former Lobbyist and the Lobbyist agree that the City is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the substitution of one for the other, other than those that the City in the absence of the substitution would have been obligated to pay or reimburse under the terms of the Original Agreement.

(8) The Former Lobbyist guarantees payment of all liabilities and the performance of all obligations that the Lobbyist—

(i) Assumes under this Agreement; or

(ii) May undertake in the future should these agreements be modified under their terms and conditions. The Former Lobbyist waives notice of, and consents to, any such future modifications.

(9) The Original Agreement shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

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

CITY OF HOLLYWOOD, FLORIDA

By: _____

Peter Bober, Mayor

ATTEST:

Patricia A. Cerny, MMC, City Clerk

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

Jeffrey P. Sheffel, City Attorney

NOVATION AGREEMENT AMONG CITY OF HOLLYWOOD, BALLARD PARTNERS AND SAYFIE LAW FIRM

WITNESSES

Name typed, printed or stamped

Name typed, printed or stamped

WITNESSES

Name typed, printed or stamped

Name typed, printed or stamped

BALLARD PARTNERS

By: _____

Name typed, printed or stamped
Title: _____

SAYFIE LAW FIRM

By: _____

Name typed, printed or stamped
Title: _____