

March 25, 2026

City of Hollywood
c/o Stephanie Tinsley, Director of Financial Services
2600 Hollywood Blvd Room 103
Hollywood , Florida 33020

Dear Stephanie:

CBIZ Advisors, LLC (“CBIZ”, “we” or “us”) is pleased to provide City of Hollywood (“Client” or “you”) with professional tax consulting services as described in more detail in Exhibit A, Statement of Work (“Services”). This engagement letter, the attached Standard Terms and Conditions of Services (“STC”), and any Exhibits, Attachments, or Schedules attached hereto and incorporated herein, embody the entire agreement (“Agreement”) with you regarding CBIZ’s tax consulting services. Please review this Agreement, indicate your acceptance by signing below, and return the signed Agreement to us.

This Agreement is binding on all persons and entities for whom these services are rendered pursuant to this Agreement, and each signatory below represents and warrants that he or she has the legal power and authority to act on behalf of and to bind those persons and entities.

Services

We will perform the Services to you at your request. If you wish to designate certain individuals as having the sole ability to authorize us to work on your behalf, please note those designations at the end of this letter. Otherwise, you authorize CBIZ to respond to all requests which we believe, in good faith, are approved under the terms of this Agreement.

We will use our professional judgment in resolving issues whenever the tax law is unclear or uncertain, or where there may be conflicts between the taxing authorities’ interpretations of the law and other supportable positions. Unless otherwise instructed by you, we will resolve such questions in your favor, as long as it is consistent with the law and our professional duties and obligations. We cannot provide any assurance that any tax positions taken will not be challenged, and if challenged, that the taxing authority will not be successful.

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We will provide the Services based on the information that you provide. You should retain all documents (if applicable) that form the basis for the information provided to us. Please refer to section D and L of the STC for additional information.

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Our tax advice is based on our assumption (without independent verification) that all of the representations and all of the originals, copies, and signatures of documents reviewed by us are accurate, true, and authentic. Our tax advice is based on the law, regulations, cases, rulings, and other tax authority in effect as of the date the Services were rendered. If there are subsequent changes in or to the foregoing tax authorities (for which we shall have no responsibility to advise you), such changes may result in our advice being rendered invalid or necessitate (upon your request) a reconsideration of the advice.

Additional Services

In the absence of a separate written agreement, if you ask us to perform other services that are not covered by this Agreement, you agree that any such engagements or services performed as a result of such requests are subject to the STC and the then-current fee schedule.

Fees and Payment Terms

Our fees for these Services will be based on a number of factors including the effort required and the complexity of work performed and technical issues addressed, the use of CBIZ self-developed practice aids or other intellectual property, the need to confirm information or to perform bookkeeping work as a precondition to completing the Services. Based on the information provided by you to us regarding the nature and scope of this engagement, the fee is in the amount up to \$35,000. Changes in the scope of our Services will result in a change in this fee, which we will discuss with you prior to performing the additional services. This quote is also dependent upon the accuracy and completeness of the information provided by you to us regarding the nature and scope of this engagement, as well as upon anticipated cooperation from you or your personnel, and the ready availability of all information necessary for us to complete the engagement. If the information provided by you to us regarding the nature and scope of this engagement is not accurate or complete, we do not receive the anticipated cooperation of your personnel, or if the information necessary for us to complete this engagement is not readily available to us, we will discuss this with you and arrive at a revised fee quote. Notwithstanding the foregoing, the parties may agree at any time to a fee arrangement that reflects the value of CBIZ's services with respect to any discrete consulting engagement.

Permissions

Unless expressly specified herein as our responsibility to provide, you shall have obtained for us, on a timely basis, any internal and third-party permissions, licenses or approvals that are required for CBIZ to perform the Services contemplated hereunder (including use of any necessary software or data). You shall also provide us, on a timely basis, with such information, approvals and assistance in connection with our Services or as may reasonably be requested. Personnel assigned to any work hereunder shall not be assumed or deemed to have knowledge of information provided to others, whether external to or within CBIZ.

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You are providing your contact, personal, financial, and business information in order to permit CBIZ to offer you tax and business suggestions when CBIZ deems it appropriate or advantageous to you. You confirm that this service, while creating no duty on the part of CBIZ, is a benefit to you that is separate from and in addition to any tax consulting services.

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Additionally, you grant CBIZ, as your authorized representative, permission to view all of your tax year information on any relevant state website that allows online account viewing. For example, in California, that would be the FTB's website Online Account View Access Authorization associated with your social security number and/or business entity identification number. This authorization remains in effect until revoked in writing.

Assessing the Impact of New, Recent, or Future Legislation

Due to the complexity and ambiguity of numerous recently enacted or future tax laws, the IRS will continue to issue new rules and guidance on a regular basis. As a result, there may be aspects of these laws, any legislation enacted after the date of this letter, and interpretive guidance that could affect your current or future years' taxes and reporting. We are happy to help you assess the impact of these laws or guidance on you or your business activities, including modeling hypothetical scenarios and preparing any required calculations and filings resulting therefrom. Unless otherwise indicated, these services are beyond the scope of any tax return preparation or consulting services described herein. If you request such services, we will bill you as set forth in this Agreement and will be subject to the STC, unless the service warrants the execution of a separate Agreement.

Conditions and Limitations

This Agreement may be executed in actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. The agreements of the parties contained in the engagement letter will survive the completion or termination of this Agreement. If any provision of this Agreement is determined to be unenforceable, all other provisions shall remain in full force and effect.

To assist you in understanding the scope of our Services, we have attached a copy of our STC. All of our Services are expressly subject to these conditions and limitations, and by signing below, you agree to them.

Agreement

If this letter accurately describes the arrangement for our Services to you, please sign this Agreement, and return it to us.

We want to thank you for using CBIZ and look forward to a long and mutually satisfying relationship.

Very truly yours,

Moises D. Ariza, CPA, CGMA
Managing Director
CBIZ Advisors, LLC


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The services and arrangements described in this letter are in accordance with our understanding, and we hereby accept them.


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

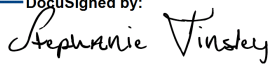
ATTEST:

DocuSigned by:

 704415EE2C0C47E...
 Patricia A. Cerny, MMC, ~~City Clerk~~



City of Hollywood, a municipal
Corporation of the State of Florida

Signed by:

 E3E5798ED4A34FA
 By: _____
 Josh Levy, Mayor

DocuSigned by:

 A5200B173E98424
 Approved by: _____
 Stephanie Tinsley, Director of Financial Services

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

DocuSigned by:

 F07CB57E2519477
 Damaris Y. Henlon, City Attorney

Initial


EXHIBIT A STATEMENT OF WORK

We will provide tax consulting services to Client for the project and services identified below:

Project Identification

We will provide tax consulting services (“Services”) to Client regarding the payroll implementation of the Client’s new retirement plans. Specifically, we will:

- Review the City of Hollywood Ordinances to understand the plan provisions of the new retirement plans.
- Conduct a walk-through interview with Client stakeholders to discuss the Client’s processes and procedures around the operation of the Client’s retirement plans.
- Identify gaps and process improvements in the Client’s procedures, including the set up and use of the related pay elements, surrounding the retirement plans.
- Draft a technical memorandum that discusses the rules and regulations applicable to the operation of the plans and identify best practices and process improvements of the Client’s procedures regarding the plans.
- Provide guidance with respect to impact on W2s, specifically to employees who make a change.

Our Services are only applicable to the specific facts and circumstances presented to us.

Description of services

The communication of our Services to Client, including any related schedules or exhibits prepared by CBIZ, shall be oral or written (including electronic transmissions) at CBIZ’s discretion. However, CBIZ shall communicate the Services in written or electronic form upon request by Client.

This engagement does not include the preparation of any federal and state and local tax returns. This engagement also does not include responding to inquiries or tax examinations by any governmental agency or tax authority. We would be pleased to assist you with tax return preparation services, governmental inquiries or tax examinations, or any of CBIZ’s other services, pursuant to a separate engagement letter and attached STC for those specific purposes.

Deliverables

We will provide all of the deliverables, in the form or format, mutually agreed upon by CBIZ and Client.

Period of Performance

We will perform these services at a time mutually agreed upon by CBIZ and Client.

STANDARD TERMS AND CONDITIONS OF SERVICES FOR TAX SERVICES

A. Services

These Standard Terms and Conditions of Services for Tax Services (“STC”) and the engagement letter, Master Services Agreement (“MSA”), or Statement of Work or other Project Addendum (collectively “SOW” and together with the engagement letter or MSA, the “EL”) to which these terms are appended or

applicable constitute the entire agreement between you and CBIZ Advisors, LLC ("CBIZ") for the Services to be rendered (collectively, the "Agreement"). As used herein, the term "Services" includes only the tax services expressly identified in the attached EL. The Services shall also include any "Deliverables" as defined in the EL. Any capitalized terms not otherwise defined in these STC shall have the meaning ascribed to them in the EL. These STC shall govern any work performed in connection with Services prior to execution of the Agreement. While the Services may include advice and recommendations, all decisions in connection with the implementation of CBIZ's Services in connection with this engagement shall be your responsibility. Unless otherwise prohibited by law, your submission of your income tax information to us constitutes acceptance of the EL and STC for this engagement.

B. Third Parties and Internal Use

Except as otherwise agreed, all Services hereunder shall be solely for your internal purposes and use, and this engagement does not create privity between CBIZ and any person or party (a "third party") other than you. There are no express or implied third-party beneficiaries to this Agreement, and this Agreement does not create privity between CBIZ and any person or third party other than Client. No third party is entitled to rely, in any manner or for any purpose, on the Services provided by CBIZ. In order to protect CBIZ from any unauthorized reliance or claims, you further agree, with respect to the Services provided by CBIZ and any associated Deliverable, Client agrees the Services will not be distributed, made available, circulated, or quoted to or used by any third party, or included without limitation in any offering memoranda or other documentation supporting or relating to the offering of securities or the solicitation of financing through equity or debt, without the prior written consent of CBIZ. In the event CBIZ expressly permits sharing with a third party, any deliverable must be shared in its entirety and no limitations, restrictions, qualifications, conditions, or other disclaimers may be removed, and sharing must be conditioned upon the third party's signing CBIZ's standard non-reliance and release letter. However, nothing in this paragraph shall be construed as limiting or restricting such disclosure for your tax return filing purposes. Client agrees to indemnify, defend and hold harmless CBIZ and its Representatives from any third-party dispute, controversy, claim or action ("Claim") that may arise out of or result from Client's disclosure of, or CBIZ's complying with Client's request to disclose, the Services or Deliverables to third parties including but not limited to all costs, expenses and reasonable attorneys' fees incurred in connection therewith. In the case of nonprofit entities, the term "tax return" is intended to include federal and state information returns and forms that substitute for income tax returns where applicable.

Subject to the STC, CBIZ has not placed any limitations on the Client's disclosure of the tax treatment or tax structure associated with the Services or transactions described in the Agreement. Nothing in this Agreement shall be construed as limiting or restricting your disclosure of the tax treatment or tax structure of the relevant transaction that is the subject of the Services as described in Rule 3501(c)(i) of PCAOB Release 2005-014, or IRC sections 6011 and 6111 and related IRS guidance. You acknowledge that none of your other advisors have imposed or will impose any conditions of confidentiality with respect to the tax treatment or tax structure associated with the Services or transactions described in the Agreement.

C. Confidentiality

"Confidential Information" means all non-public information, including but not limited to: (i) documents, reports, technology, security procedures, methods of operation, software, data, records, forms, information contained in an entity's internal financial and business records and other materials, (ii) "tax return information" as defined in Treasury Regulation § 301.7216-1(b)(3) obtained by one party (the "Receiving

Party”) from the other party (the “Disclosing Party”) (whether related to the Party or its customers, affiliates, or representatives) that the Disclosing Party marks as “confidential” or “proprietary” or that otherwise by its nature should be understood by a reasonable person to be confidential, and (iii) subject to IRC sections 6011 and 6111, all terms of this Agreement, are considered Confidential Information. Each Party shall exercise the same level of care to protect the other’s Confidential Information as it exercises to protect its own Confidential Information but in no event less than reasonable care. CBIZ will maintain the confidentiality of Client’s information in accordance with applicable professional standards. Notwithstanding the foregoing, Confidential Information does not include information that (i) is or becomes publicly available or is generally known to persons in the industry at no fault of the Receiving Party; (ii) was rightfully known to the Receiving Party prior to disclosure; (iii) is developed independently by the Receiving Party; (iv) is received from a third party without a breach of an obligation of confidentiality; or (v) is otherwise permitted to be disclosed under the Agreement. Client agrees it will not disclose Confidential Information to CBIZ except as requested or as necessary for CBIZ to provide the Services. The Receiving Party may disclose Confidential Information if required by applicable law, statute, rule, regulation, professional standard or validly issued judicial, governmental or administrative demand, order or other legal process, but prior to disclosure will use commercially reasonable efforts to provide prompt written notice to the Disclosing Party, unless prohibited by law, to allow the Disclosing Party to seek a protective order or other remedy at Disclosing Party’s sole cost and expense.

CBIZ may disclose your Confidential Information to our officers, employees, subcontractors, contractors, vendors, auditors, accountants, legal advisors, and any company that is owned or controlled, directly or indirectly, by CBIZ, Inc. (“Affiliate”) (collectively, “Representatives”) including their employees and independent contractors, as necessary to provide our services; for internal, administrative and/or regulatory compliance purposes; or as otherwise described herein or as directed by Client, provided such Representatives are bound by similar confidentiality obligations.

You agree that CBIZ may use subcontractors, which may be located outside the U.S., to assist in the process of preparing Client’s tax returns. In order to safeguard the confidentiality of Client information, both CBIZ and any subcontractors CBIZ uses will have established internal policies, procedures and controls designed to maintain data security and protect privacy. CBIZ will not utilize a subcontractor without a written confidentiality agreement in place to prevent the unauthorized release of Client information. To the extent CBIZ utilizes subcontractors to provide the Services, CBIZ shall be responsible for such subcontractors’ compliance with the applicable confidentiality terms herein.

Notwithstanding the foregoing, you agree that CBIZ may use your Confidential Information in connection with this engagement to check for conflicts of interest, verify independence, to prepare subsequent year’s engagement letters, maintain required records, comply with professional obligations, or as otherwise directed by you.

Client understands and agrees that CBIZ and its Representatives, with the assistance of third parties, may use Client’s information, including Confidential Information and tax return information to (i) analyze trends; perform comparative analysis, insight generation, and data analysis; (ii) develop and improve benchmarks; and (iii) develop and improve technology and services. Information developed in connection with these purposes may be used or disclosed to Client or other current or prospective clients to provide services or offerings. Such information will not be disclosed to third parties other than third parties assisting CBIZ with these uses unless such information is in an aggregated or anonymized format that

does not identify Client. With respect to tax return information, Client may request in writing a more limited use and disclosure than the foregoing.

The parties acknowledge that certain documents and other communications involving and/or disclosed to or by CBIZ may be subject to one or more claims of privilege by you or on your behalf (e.g., the limited IRC §7525 tax advisory privilege). Although you are solely responsible for managing the recognition, establishment and maintenance (e.g., possible waiver) of these potential protections (and for involving legal counsel as you deem necessary), you will notify CBIZ if you wish to invoke the confidentiality privilege and CBIZ will cooperate with your reasonable written instructions regarding same. You should be aware that should circumstances arise where you wish to divulge or have CBIZ divulge privileged information to other parties, such disclosure may result in a waiver of the confidentiality privilege. If you wish CBIZ to divulge privileged information, you must provide CBIZ with advance written authority to make such disclosure. In addition, if it is ultimately determined that a significant purpose of the tax matter was to avoid or evade any U.S. Federal income tax, you should be aware that the confidentiality privilege under IRC §7525 will not apply to the communications between you and CBIZ.

If CBIZ receives a request from a third party, including the IRS (including a subpoena, summons or discovery demand in litigation) calling for production of potentially privileged information, CBIZ will notify you and follow your reasonable instructions regarding any third-party requests for such material before CBIZ will disclose such privileged information as may be required under applicable laws or rules. You agree to hold CBIZ harmless from, and be responsible for CBIZ's fees and expenses incurred (including attorneys' fees, court costs, costs of outside advisors and any other cost imposed, whether by way of penalty or otherwise) as a result of your assertion of the confidentiality privilege, your direction to CBIZ to assert the privilege on your behalf, or in the event that CBIZ determines that it is required by applicable law or rules to assert the privilege without having received your direction.

In the event that Client is an entity and engages CBIZ CPAs P.C. (CBIZ CPAs P.C. operates in certain states as Mayer Hoffman McCann P.C.), or any other entity associated with CBIZ, to provide it with attest services (collectively, "CBIZ CPAs P.C."), we may disclose the information Client provides to us in connection with this Agreement to CBIZ CPAs P.C. in order to facilitate its performance of those services. In those circumstances only, you authorize CBIZ CPAs P.C. to provide us access to all of your files and accounting, tax, financial and other information in its possession for the purpose of providing all Services requested. Further, Section B shall not restrict you from complying with any rules or laws requiring returns be made available to the public (e.g., Forms 990, 990-PF, 990-T). If your tax return involves the preparation of Forms K-1, you expressly authorize CBIZ to provide a copy of Form K-1 directly to the person described thereon.

In the event that Client is an individual and has engaged CBIZ CPAs P.C., we may not disclose information to CBIZ CPAs P.C. unless you give a separate consent that satisfies the requirements under Regulation section 301.7216-3 (as amended). Further, in accordance with IRS regulations, we will not use subcontractors located outside the U.S. to assist with this engagement without your separate advance written consent.

All of Section P, and the claim filing limitation provision in Section O, do not apply to engagements with clients who are actively retaining CBIZ CPAs P.C. to perform an engagement subject to independence standards promulgated by the SEC and the PCAOB. All other terms and conditions of this Agreement remain in full force and effect for such engagements.

D. Client Responsibilities; Engagement Limitations

Client is responsible for all management decisions and performing all management functions, and for designating an individual from Client's senior management with suitable skill, knowledge, or experience to oversee the Services. Client is responsible for evaluating the adequacy and results of the Services performed and accepting responsibility for them, including the implementation of any findings, recommendations, or remedial actions resulting from the Services. Client will establish and maintain internal controls over the processes with which such Services are concerned, including monitoring ongoing activities. The Services do not supplant Client's own obligations and, if applicable, Client's due diligence and any additional inquiries and procedures that Client should undertake in consideration of a potential investment or transaction. CBIZ will not perform management functions or make management decisions for Client.

You are responsible for making financial records and related information available to us to enable us to provide the Services described herein, but you agree to provide only the information that is necessary and that we request. CBIZ will have no responsibility and liability for information, records, or data you provide to us that we did not request, including but not limited to data outside the scope of the engagement. CBIZ shall be entitled to assume and rely on, without independent verification, the accuracy and completeness of all representations, assumptions, information and data that you and your representatives provide to CBIZ. Client represents and warrants that the assumptions, representations, information and data to be supplied by you and your representatives will be complete and accurate. Client represents and warrants that it has the requisite right, consent, and permission to use and disclose all Information, materials, software, and hardware provided in connection with the Services. You represent and warrant that you maintain proper records and otherwise satisfy the criteria to claim and substantiate deductions for meals, entertainment, travel, gifts, charitable contributions, and vehicle use (if applicable) as required by federal law. The rules regarding the deductibility of various expenses, e.g., charitable contributions, or the availability of credits continue to grow more onerous. CBIZ assumes that you are aware of these rules when you provide us with the information and data regarding any such deduction or credit, and unless you specifically consult with us about it, CBIZ will be entitled to rely without further verification or inquiry on the information and data you provide. CBIZ may use information and data furnished by others; however, CBIZ shall not be responsible for, and CBIZ shall provide no assurance regarding, the accuracy and completeness of any such information or data.

The Services contemplated by this Agreement are not intended to include any Personal Financial Planning Services as defined in the AICPA's Statement on Standards in Personal Financial Planning Services. Furthermore, unless explicitly described in the Agreement and agreed to by CBIZ, our Services do not include providing any opinion, attestation, certification, advice, or guidance regarding your technical or functional cybersecurity systems, programs, policies or procedures, or any method you employ for using, storing, transmitting, or protecting sensitive information. If you desire such services, they may be provided under a separate agreement. Except as specifically provided herein, CBIZ shall not assume any responsibility for any financial reporting with respect to the Services provided hereunder. You acknowledge and understand that CBIZ is providing no attest services of any kind, scope or nature whatsoever, as part of this engagement, including, without limitation, attest services in accordance with generally accepted auditing standards or advice and/or documentation related to the effectiveness of internal controls over financial reporting under Section 404 of the Sarbanes-Oxley Act. The advice and Services provided hereunder are solely for management or for submission to taxing authorities and are to be used for no other purpose. CBIZ, in its sole professional judgment, reserves the right to refuse to

perform any procedure or take any action that could be construed as making management decisions or performing management functions.

CBIZ shall have no responsibility to address any legal matters or questions of law in connection with this Agreement. Unless otherwise specifically agreed to in writing, the Services are not intended to detect fraud, defalcations, or illegal acts. Further, CBIZ does not have an obligation to update its Services for changes or modifications to the law or regulations, to the judicial and administrative interpretations thereof, or subsequent events or transactions after completion of the Services, unless Client separately engages CBIZ to do so in writing. You shall have final responsibility for any income tax returns, estimated tax payments, and the positions therein. Client should review returns carefully before they are signed and filed and should retain records supporting the filed return.

You shall reasonably cooperate with CBIZ and take all actions reasonably necessary to enable CBIZ to perform its Services, including, without limitation, providing CBIZ with reasonable facilities and timely access to all documents, information technology, systems, financial, and related information, records or data and information (“Information”) and your personnel to enable CBIZ to provide the Services. Client shall make all Information available to CBIZ on a timely basis to enable CBIZ to provide Services. Information may include Confidential Information, as defined above, but also includes all other relevant information that is requested by CBIZ and provided by Client in connection with this Agreement. Client agrees to provide only the Information that is requested by CBIZ in connection with this Agreement and necessary for the performance of the Services. CBIZ will have no responsibility for Information Client provides that CBIZ did not request, including data outside the scope of the engagement and personally identifiable information. You shall be responsible for the performance of your personnel and agents and for the accuracy and completeness of all Information provided to CBIZ for purposes of the performance by CBIZ of its Services hereunder. If you fail to provide all the information necessary to complete the tax returns or work within thirty (30) days from the due date of such tax returns or agreed upon completion date of such work, CBIZ may not be able to sign and file the returns, and in any event, will not be responsible for the completeness or timeliness of such tax returns or other Services. You understand and agree that in the event CBIZ is not able to timely file your returns, there can be consequences such as missed elections or penalties for late information returns for which CBIZ shall not be liable.

Client shall provide its own qualified and competent personnel and third-party contractors to work with CBIZ, as required by the engagement or requested by CBIZ. CBIZ shall not be responsible for Client’s personnel, agents, advisors, consultants, vendors, subcontractors, and representatives. The Services will not include any verification of the work performed by such third parties. All fee and delivery estimates are based on the expectation of Client’s cooperation. Therefore, any insufficiency or delays on Client’s behalf may impact the successful completion of the Services and may delay the timing and/or increase the amount of fees and expenses charged by CBIZ. Should CBIZ become aware that material information was withheld or misrepresented, CBIZ may terminate the Agreement or any part thereof, with all billed and accrued fees up through the time of the termination immediately payable to CBIZ.

Client represents and warrants that it will comply with all applicable laws, rules and regulations of any governmental or regulatory authority that are directly applicable to Client’s industry, its use of the Services, and performance of its obligations under this Agreement, including without limitation complying with all applicable import and export laws, export control and economic sanctions regulations, antibribery and anti-corruption laws, and data privacy and information security laws.

This is an engagement for professional services. CBIZ disclaims all warranties, either express or implied, including, without limitation all warranties of merchantability and fitness for a particular purpose.

Cryptocurrency Accounts: If you have a direct or indirect financial interest in or signature authority over any cryptocurrency financial accounts, you may be required to report these transactions on your income tax returns. If you have cryptocurrency accounts, you will provide us with all information necessary to complete your income tax return, including without limitation, the name of the account and details of all purchases and sales that occurred during the year. Your acceptance of this Agreement acknowledges that you agree to comply with these reporting requirements.

E. Fees and Payments; Subpoenas and Post-Engagement Inquiries

Except to the extent specifically addressed in the EL, the following terms in this Section E will apply. Our invoices for these Services and expenses will be rendered each month as work progresses and are payable on presentation. The invoices may designate CBIZ, Inc. as the Receiving Party for ACH and wire payments. If our invoices are not paid within thirty (30) days of the invoice date, a finance charge will accrue at the greater of (i) 1% per month or (ii) the highest rate allowable by law. Without limiting its rights or remedies, CBIZ shall have the right to halt or terminate all Services until full payment is received on such past due invoices. In the case of nonpayment, you will be liable for any and all costs and fees incurred by CBIZ to collect the fees contemplated herein. In the event Client disputes any fees or expenses on a specific invoice, Client agrees to notify CBIZ within twenty (20) days of receipt of the invoice in dispute. If Client fails to notify CBIZ within the twenty (20) day period, Client's right to dispute the invoice will be waived. In the case of nonpayment, in addition to interest, Client will be liable for all reasonable costs and attorneys' fees incurred by CBIZ to collect the fees. The failure of CBIZ to exercise its right to suspend or terminate work shall not constitute a waiver by CBIZ of any right or remedy, and CBIZ will bear no liability to you if work is suspended or terminated because of nonpayment. In the event of a termination of this engagement pursuant to section F below, you agree to compensate CBIZ for the Services performed and expenses incurred through the effective date of termination. Unless otherwise prohibited by law, all outstanding bills will be paid in full prior to the release of any information or prior to final product or service delivery, unless other arrangements to pay your bill have been agreed upon. CBIZ's fees are exclusive of administrative fees, taxes and similar charges. Client acknowledges and agrees that Client will be solely responsible for all applicable sales, use, and other taxes due in connection with the Services. CBIZ reserves the right to assess a technology and administrative fee to cover the cost of technology, processing, and other administrative expenses at a rate reflected in an MSA, Engagement Letter, SOW, or as invoiced.

Upon Client's request to produce information, documentation or testimony including but not limited to serving as a witness, with respect to the Agreement or Services, you shall reimburse CBIZ for any professional time at its then-current hourly rates, and expenses (including reasonable internal and external legal and e-discovery costs and other expenses) incurred to respond to the request excluding requests made under Section L of this Agreement. Further, any requests for data security or privacy assessments or completion of security questionnaires will be at your cost, and CBIZ reserves the right to charge for any expenses and time incurred by any Representatives at the Representatives' then current hourly rates.

F. Term

This engagement shall conclude on the completion and delivery of CBIZ's Services hereunder. CBIZ may terminate this Agreement, or any part thereof with thirty (30) days written notice to Client, including without limitation CBIZ's resignation or declining to issue a deliverable. In the event of a termination or expiration of an SOW, Client agrees to compensate CBIZ for all work performed and expenses incurred through the effective date of termination, as well as any transition services performed to the satisfaction of the Client. The following sections of this Agreement will survive completion of the Services or its earlier termination, and will apply to any and all services provided by CBIZ in the future, unless and until these STC are superseded by a new EL and STC: Fees and Payment, Confidentiality, Third Parties and Internal Use, Property and Record Retention, Employment Offers to Our Personnel, Limitation Period, Dispute Resolution and Jury Trial Waiver, Governing Law, Limitation on Damages, Indemnification and such other provisions of this Agreement which by their nature are intended to survive.

This Agreement may also be terminated, in whole or in part, by the Client, with or without cause, immediately upon thirty (30) days written notice from the Client's Representative to the CBIZ. Unless the CBIZ is in breach of this Agreement, CBIZ shall be paid for services rendered to the Client's satisfaction through the date of termination. Ten Dollars paid to the CBIZ, the adequacy of which is acknowledged, is given as specific and independent consideration of the Client's right to terminate this Agreement for convenience. Termination for cause by the Client shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the Client as set forth herein, or multiple breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured. After receipt of a Termination Notice and except as otherwise directed by the Client the Consultant shall:

- A. Stop Services on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated Services.
- C. Transfer all Services documents in process, completed work, and other materials related to the terminated work to the Client.
- D. Continue and complete all parts of the Services that have not been terminated.

If the notice of termination for cause given by the City to the Consultant is determined for any reason that Consultant was not in default, the rights and obligations of the City and Consultant shall be the same as if the notice of termination had been issued as a termination without cause.

G. General

Unless the conflict is specifically addressed in the EL, in the case of a conflict between the terms of the EL and the STC, the STC will govern. This Agreement forms the entire agreement between the parties relating to the Services, and replaces and supersedes any previous proposals, correspondence, understandings or other communications whether written or oral, unless specifically incorporated by this Agreement. Each Party acknowledges that this was a negotiated contract, and no part of this Agreement shall be construed against either Party based on drafting. These STC may not be amended by Client

without CBIZ's prior written consent (email being sufficient). Handwritten, electronic, or other changes to this Agreement will have no effect and will not constitute a counteroffer. CBIZ may amend these STC at any time. This Agreement shall be binding on all transferees, successors and assigns of both CBIZ and you. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable. For evidentiary purposes, an electronic scan (e.g., PDF file) of this executed EL and these STC shall be deemed by the parties to be a true, authenticated document which is admissible into evidence. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth in this Agreement.

CBIZ may assign all or part of the Agreement to a parent, subsidiary, or Affiliate, or to entity acquiring substantially all of its ownership interests or assets upon receiving Client's written consent. Client may not assign all or part of this Agreement, or subcontract or delegate any rights, licenses, claims, or obligations under this Agreement without CBIZ's written consent and any assignment without consent shall be void and invalid. To the extent applicable, this Agreement shall be binding on all transferees, successors and assigns of both CBIZ and Client.

Except for Client's payment or indemnification obligations, neither Party shall be liable to the other for any delay or failure to perform any of the Services or obligations set forth in this Agreement due to acts of God, natural disasters, war, civil disturbance, government action, strike, epidemics, pandemics, and/or causes beyond its reasonable control (each a "Force Majeure Event"). The Party affected by a Force Majeure Event shall provide written notice to the other Party within a commercially reasonable time and shall use commercially reasonable efforts to resume performance as soon as reasonably practical.

No delay or omission by either party in exercising any right or power shall impair such right or power or be construed to be a waiver. A waiver by either party of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other covenant. No waiver or discharge shall be valid unless in writing and signed by an authorized representative of the party against whom such waiver or discharge is sought to be enforced.

These STC contemplate that this engagement may involve the preparation of multiple returns for multiple parties, and those parties may be any combination of individuals, trusts, or entities. If the only Services covered by this engagement are being offered exclusively to individuals, trusts or entities, these STC should be interpreted accordingly. The person signing the EL ("Signatory") represents and warrants that he or she has express authority to bind any individual, trust or entity for whom services are being rendered under this engagement to the terms of this Agreement. Notwithstanding the foregoing, each individual of legal age for whom CBIZ is performing services pursuant to this Agreement must sign his or her own consent under IRC Section 7216 to permit CBIZ to use preparers located outside the United States.

The use of the singular or plural may be used herein for ease of presentation but should be read to include the other where appropriate.

Client agrees that CBIZ may reference Client as a client in its experience citations and marketing materials, including websites and social media, indicating the general services rendered. In addition, Client gives CBIZ the right to use Client's logos solely for presentations or reports to the Client or for internal CBIZ

presentations and intranet sites. CBIZ reserves the right to perform background checks on Clients or potential Clients as deemed necessary in CBIZ's sole discretion. Any costs associated may be passed on to Client or potential Client. This Agreement is expressly contingent upon the satisfactory completion of such background checks and CBIZ reserves the right to withdraw from any relationship should information, which CBIZ deems to be adverse come to CBIZ's attention.

Client represents and warrants that it is not (i) organized, incorporated or a resident in jurisdictions sanctioned by the United States (by way of example, Cuba, Iran, North Korea, Syria, Russia, or the Crimea, separatist-held Donetsk and Luhansk regions of the Ukraine); (ii) listed in any economic, financial, or trade sanctions related list of designated parties maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, U.S. Department of Commerce, Public Safety Canada, Global Affairs Canada, The United Kingdom Office of Financial Sanctions, the United Nations Security Council, the European Union or any European Union member state; or (iii) owned 50% or more or controlled by parties described in (i) or (ii). Further, the Client is not engaging CBIZ to provide services directly or indirectly to jurisdictions in (i) or to any party in (iii).

H. Foreign Account / Relationship Reporting

Any U.S. citizen or resident (including individuals, corporations, partnerships, trusts and estates) who has a financial interest in, or signature or other authority over, "foreign financial accounts" with an aggregate value exceeding \$10,000 at any time during the prior calendar year, is required to report that relationship to the U.S. Department of the Treasury on FinCEN Form 114, Foreign Bank and Financial Accounts Report ("FBAR"). Filing requirements also apply to those with direct or indirect control over a foreign or domestic entity with foreign financial accounts, even if the taxpayer does not have foreign financial accounts of its own. Because persons with a financial interest and persons with signature authority are required to submit filings, a single account may require multiple filings. For example, a corporate-owned foreign account would require filings by the corporation and by the individual corporate officers with signature authority. FinCEN Form 114 must be filed electronically by April 15, but the due date of the filing can be extended until October 15. According to the FinCEN website "specific requests for this extension are not required".

"Foreign financial accounts", for purposes of this requirement, are financial accounts located in a foreign jurisdiction and may include, but are not limited to, bank accounts, mutual funds, securities or brokerage accounts, life insurance, credit cards, retirement plans and interests in partnerships, trusts or other passthrough entities having foreign accounts.

In addition, the Internal Revenue Service also requires information reporting under applicable Internal Revenue Code sections and related regulations, and the respective IRS tax forms are due when your income tax return is due, including extensions. The IRS reporting requirements are in addition to the U.S. Department of the Treasury reporting requirements stated above. Therefore, if you fall into one of the categories enumerated below, or if you have any direct or indirect foreign interests, you may be required to file applicable IRS forms.

- You are an individual or entity with ownership of foreign financial assets and meet the specified criteria (Form 8938);
- You are an officer, director or shareholder with respect to certain foreign corporations (Form 5471);
- You are a foreign-owned U.S. corporation or foreign corporation engaged in a U.S. trade or business (Form 5472);

You are a U.S. transferor of property to a foreign corporation (Form 926);
You are a U.S. person with an interest in a foreign trust (Forms 3520 and 3520-A);
You are a U.S. person with interests in a foreign partnership (Form 8865);
You are a U.S. person that owns a foreign disregarded entity or operates a foreign branch; or owns certain interests in the owner of a foreign disregarded entity or foreign branch (Form 8858); or You are a U.S. person with ownership of a passive foreign investment company (Form 8621).

Failure to timely file the appropriate forms with the U.S. Department of the Treasury and the Internal Revenue Service may result in substantial monetary penalties. By signing this Agreement, you accept responsibility for informing us if you believe that you may have foreign reporting requirements with the U.S. Department of the Treasury and/or Internal Revenue Service. Client bears exclusive responsibility and liability, and CBIZ shall bear no responsibility nor be liable, for any penalties associated with these forms, including without limitation, the failure to file or untimely filing of the forms, regardless of the information you have provided to us or the timing of providing such information.

We are able to assist you in the preparation of these filings if you request. These services are beyond the scope of normal tax return preparation and, unless we prepared these forms for you last year, these services will result in an additional fee beyond what is otherwise quoted in this Agreement.

I. Independent Contractor

It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is, nor shall be considered to be, an agent, partner, joint venturer, or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

J. Employment Offers to Our Personnel

During the term of this Agreement and for a period of one year thereafter, you agree not to hire, solicit, or attempt to solicit, whether directly or indirectly, the services of any staff, employee, consultant, or subcontractor of CBIZ without CBIZ's prior written consent. If any of CBIZ's personnel accepts a position of employment with Client, its related parties, subsidiaries or affiliates at any time while CBIZ performs services for Client or within one (1) year thereafter, irrespective of whether they have worked on Client's account or not, Client agrees to pay CBIZ a placement fee equal to the employee's annual compensation in effect on the date such employment was contracted. Such fee is payable when the employee accepts such a position.

K. Safe Environment

You agree that in any circumstances wherein CBIZ personnel are required to work at any premises or location operated or controlled by you, you will take all actions and precautions necessary to ensure that your premises are free from all known or reasonably foreseeable safety hazards, and all forms of harassment and discrimination. For Services being performed at the Client's facilities, the Client shall provide CBIZ's Representatives with necessary access during normal business hours to its facilities and as needed, appropriate office space, computers, phones, printing, faxing, copying and similar office services. If required by the engagement, Client shall be responsible for providing, at its cost, a satisfactory communications link and applicable third-party cloud storage access between its facilities and the applicable CBIZ facility. To the extent required by CBIZ to perform the Services, Client shall provide CBIZ's Representatives with access and login identifications for its information technology environment

and local area network, as applicable. Client represents and warrants that it has the requisite right and authority to provide CBIZ and its Representatives with access to such premises, locations, facilities, equipment, hardware, software, information technology environment and local area network, as the case may be, and shall indemnify, defend and hold harmless CBIZ from all Claims and Losses (defined below) arising from or relating to CBIZ or its Representatives' access as directed by Client.

L. Property and Record Retention

As between the Parties, each Party owns and will retain its Confidential Information. The workpapers, files and digital locators which CBIZ generates in connection with this engagement are the property of CBIZ. Except to the extent required to comply with applicable law, rule, regulation, professional standards or its internal document retention policy, we do not retain any original client records and will return those to you at the completion of this engagement. It is your responsibility to retain and protect your records for possible future use, including, but not limited to, potential examination by any government or regulatory agencies. There are circumstances where a governmental audit may require records from many years in the past, for example, the IRS has the right to audit a net operating loss carryforward by reviewing records from the year of the loss. All CBIZ workpapers and files will be retained pursuant to CBIZ's document retention policy. Your need to retain documents may differ from the CBIZ document retention policy for a myriad of legal reasons having nothing to do with this engagement. Accordingly, you should get advice from your legal counsel should you have a question about document retention. CBIZ retains copies of Confidential Information and Information received in connection with the relevant engagement in its confidential working papers in accordance with applicable professional standards, and in the case of a conflict between these terms and any other agreement between the parties this term shall govern.

CBIZ acknowledges that if Chapter 119, Florida Statutes entitled "Public Records Law" is applicable to this contract the provisions of Section 119.0701, Florida Statute are also applicable and CBIZ acknowledges its obligations to comply with said requirements with regard to public records and shall:

- (a) Keep and maintain public records required by the Client to perform the services required under the contract;
- (b) upon request from the Client's custodian of public records or his/her designee, provide the Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the CONTRACT DOCUMENTS and following the completion of the contract if the CBIZ does not transfer the records to the Client; and

(d) Upon completion of the contract, CBIZ shall transfer, at no cost to the Client, all public records in possession of the CBIZ or keep or maintain public records required by the Client to perform the service. If the CBIZ transfers all public records to the Client upon completion of the contract, the CBIZ shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CBIZ keeps and maintains public records upon completion of the contract, the CBIZ shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Client, upon request from the Client's custodian of public records, in a format that is compatible with the information technology systems of the Client.

IF THE CBIZ HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CBIZ'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT DOCUMENTS, CONTACT THE CLIENT'S CUSTODIAN OF PUBLIC RECORDS AT: CITY CLERK'S OFFICE, 2600 HOLLYWOOD BOULEVARD, HOLLYWOOD, FLORIDA 33020 OR AT (954) 921-3211, PCERNY@HOLLYWOODFL.ORG.

M. Electronic Communication and Third-Party Services

CBIZ and Client may communicate with one another through email or otherwise to electronically transfer files and documents. Such communications may include Confidential Information or information that is confidential or otherwise sensitive to you. CBIZ employs controls and processes designed to maintain the security of data in transit and at rest, but such controls and processes cannot prevent all unauthorized or criminal activity resulting in access to communications or data. Client accepts the inherent risks of these forms of communication (including any security risks of unauthorized access, interception, corruption of communications, viruses and other harmful devices). Should CBIZ use a public or third-party electronic file transfer service in connection with this engagement, Client acknowledges that CBIZ makes no representations or warranties regarding the security of data transmitted to and from, or stored by, that public or third-party electronic file transfer service and Client assumes responsibility for all use of such service.

Should you request that we access information through a third-party system, whether cloud based or otherwise, or use a public or third-party electronic file transfer service in connection with this engagement, Client will be responsible for ensuring the confidentiality and security of such systems and complying with all laws and requirements relating to the third-party system. Client agrees that CBIZ makes no representations or warranties regarding the security of data transmitted to and from, or stored by, that public or third-party electronic file transfer service and you assume responsibility for all use of such service. You warrant that you have the authority to grant CBIZ access to such system. You agree that CBIZ is not responsible for any loss, or unauthorized interception, of data transmitted to and from, or stored by, that public or third-party electronic file transfer service.

The Services may include or contain links to allow Client to connect to and/or use, certain third-party products, services, or software ("Third-Party Services", and each, a "Third-Party Service") in conjunction with Client's use of the Services. These Third-Party Services may require Client to sign up or log into their respective websites or applications. Client acknowledges that any use of such Third-Party Services is governed solely by the terms and conditions and privacy policy of such Third-Party Service, and that CBIZ does not endorse, is not liable for, and makes no representations as to any Third-Party Service, its content,

or the way such Third-Party Service uses, stores or processes any data. Client irrevocably waives any claims against CBIZ with respect to Third-Party Services. The Client's sole and exclusive right and remedy with respect to any such Third-Party Service is against the Third-Party Service and not against CBIZ, whether CBIZ assists in procuring the Third-Party Service.

N. Governing Law

This Agreement, and any and all claims relating to or arising out of this Agreement or related to CBIZ's Services, whether sounding in contract, tort, or otherwise, shall be governed by, and construed in accordance with, the laws of the state of Florida, without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding based upon, arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted in the federal courts of the United States or the courts in Broward County.

O. Limitation Period and Jury Trial Waiver

NOTWITHSTANDING ANY APPLICABLE STATUTE OF LIMITATIONS, ANY CLAIM, REGARDLESS OF FORM, BROUGHT BY CLIENT AND ARISING FROM THIS AGREEMENT MUST BE BROUGHT WITHIN SIXTY (60) MONTHS AFTER THE EARLIER OF THE DATE THAT THE CONDUCT, SERVICE OR DELIVERABLES GIVING RISE TO THE ALLEGED LIABILITY OR CLAIM UNDER THIS AGREEMENT WAS PROVIDED OR THE TERMINATION OF THE APPLICABLE SERVICE.

UNLESS OTHERWISE PROHIBITED BY LAW OR APPLICABLE PROFESSIONAL STANDARD, EACH OF THE PARTIES IRREVOCABLY, VOLUNTARILY AND KNOWINGLY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM, COUNTERCLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THE PARTIES HERETO RELATING TO THE SUBJECT MATTER HEREOF.

P. Limitation on Damages EXCEPT AS PROHIBITED BY LAW OR APPLICABLE PROFESSIONAL STANDARDS, YOU AGREE THAT CBIZ AND/OR ITS REPRESENTATIVES, CURRENT OR FORMER, SHALL NOT BE LIABLE FOR ANY CLAIMS, LIABILITIES, OR EXPENSES ARISING OUT OF THE SERVICES PERFORMED UNDER THIS AGREEMENT FOR AN AGGREGATE AMOUNT IN EXCESS OF TEN (10) TIMES THE FEES PAID BY YOU TO CBIZ FOR THOSE SPECIFIC SERVICES GIVING RISE TO THE CLAIM. IN NO EVENT SHALL CBIZ AND/OR ITS REPRESENTATIVES, CURRENT OR FORMER, BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, LOST PROFITS, LOST DATA, REPUTATIONAL DAMAGES, PUNITIVE, OR EXEMPLARY LOSSES OR DAMAGES RELATING TO THIS AGREEMENT. THIS LIMITATION ON LIABILITY PROVISION SHALL APPLY TO THE FULLEST EXTENT OF THE LAW, WHETHER IN CONTRACT, STATUTE, TORT (SUCH AS NEGLIGENCE), PROFESSIONAL STANDARD, OR OTHERWISE. CBIZ IS NOT RESPONSIBLE FOR ANY CONSEQUENCES, DAMAGES, CLAIMS, LIABILITIES OR OTHER MONETARY ISSUES THAT ARE THE RESULT OF FUTURE LEGISLATION OR ADMINISTRATIVE GUIDANCE. FURTHER, CBIZ WILL BEAR NO LIABILITY IN THE CASE OF CYBERSECURITY INCIDENTS PERPETRATED BY CRIMINAL ACTORS THAT RESULT IN UNAUTHORIZED ACCESS TO YOUR DATA, EXCEPT TO THE EXTENT SUCH INCIDENT RESULTED FROM CBIZ'S GROSS NEGLIGENCE, FRAUD OR INTENTIONAL

MISCONDUCT, IN WHICH CASE CBIZ'S LIABILITY WILL BE LIMITED AS PROVIDED ABOVE IN THIS SECTION P.

Q. Inherent Conflicts of Interest

CBIZ cannot represent a client when there is a significant risk that the representation of one or more clients will be materially limited by the practitioner's responsibilities to another client, for example (a "conflict of interest"), unless all affected parties have waived the conflict of interest in writing. In some very common situations, there are inherent potential conflicts of interest between or among clients and others. For example, an entity, such as a corporation, partnership or limited liability company, has potential conflicts of interest with its respective shareholders, partners or members, board members, officers, management team or employees (collectively, "Executives"). Conflicts are present in almost any financial decision of the entity; for example, certain tax elections required to be made by the entity may not benefit all Executives equally, or decisions to make capital improvements, borrow money or admit new owners may have a financial impact on existing Executives. Another example of common inherent conflicts of interest exists between or among estates, trusts or similar entities represented by a fiduciary ("Estate") or a person engaged in succession planning or other disposition of assets ("Grantor"), and the respective primary and contingent beneficiaries ("Beneficiaries"). Tax elections, return positions, or other decisions regarding assets or investments may be required to be made by the Estate, and those elections, positions or decisions may not benefit all Beneficiaries equally. It is common for CBIZ to provide tax advice and prepare tax returns for both entities and Estates, and their Executives or Beneficiaries. If CBIZ represents multiple parties in any of the situations described, you hereby acknowledge such conflicts of interest and agree that CBIZ can advise and prepare tax returns for those entities, Estates, Executives or Beneficiaries, as well as perform the Services described in this Agreement on your behalf. Furthermore, in addition to tax compliance and consulting, CBIZ, Inc., through subsidiary entities, offers several different types of services to its clients, including employee benefits consulting and compliance, property and casualty insurance, life insurance, payroll and other services (collectively, "Affiliated Services"). CBIZ may refer our clients to others who provide Affiliated Services, and there may be at any given time financial incentives to individuals or to CBIZ if a client uses such Affiliated Services. Such financial incentives may be viewed as creating a conflict of interest for CBIZ. If CBIZ refers you to someone providing Affiliated Services and you agree to use one or more of such Affiliated Services, you hereby acknowledge such conflict of interest and agree that CBIZ can perform the Services described in this Agreement on your behalf. Finally, because CBIZ and its Affiliates comprise a large national practice of professional services providers serving clients across the country who operate in a broad range of industries, CBIZ may provide services to other clients who may operate in the same industry as you or be competitors and whose interests may conflict with yours. However, we do not accept any engagements that would require us to represent two clients regarding a common matter unless a conflict waiver is obtained from all parties prior to our engagement. When CBIZ or its Affiliates provide services that are not substantially related to matters in which we serve you, you hereby waive any such potential, perceived or actual conflict of interest and agree that CBIZ can perform the Services described in this Agreement on your behalf.

R. Limitations on Oral and Email Communication

We may discuss with you our views regarding the tax treatment of certain items and may provide you with tax information in the body of an email. Any advice or information delivered orally or in the body of an email (as opposed to a memorandum delivered as an email attachment) will be based upon limited tax research and a limited discussion and analysis of the underlying facts. Additional research or a more complete review of the facts could affect our analysis and conclusions. Because of these limitations and

the related risks, it may not be appropriate to proceed with any transaction solely on the basis of any oral or email communication, and we will not be liable for any loss, cost, or expense resulting from your decision to rely on any oral or email communication.

S. Indemnification and Hold Harmless Agreement

CBIZ shall indemnify, hold harmless, and defend the City of Hollywood and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, specifically related to negligent or intentionally wrongful performance of this project by CBIZ, its employees, agents, servants, partners, principals or subcontractors. In addition, the City shall be entitled to reasonable attorney's fees and costs of defense, which the City of Hollywood, or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent or intentionally wrongful performance of this project by CBIZ, its employees, agents, servants, partners, principals or subcontractors. Furthermore, CBIZ shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the City of Hollywood, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. CBIZ expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by CBIZ shall cover the City of Hollywood, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of CBIZ and persons employed by or utilized by CBIZ in the performance of the contract.