

CONTRACT FOR SERVICES

This contract is entered into between <u>City of Hialeah</u>, <u>Florida</u> hereinafter referred to as "Client" or "the Client" and <u>Corcoran & Associates</u>, <u>Inc. d/b/a Corcoran Partners</u>, hereinafter referred to as "Firm" or "the Firm", both of whom comprise the parties to this contract.

RECITALS

Whereas, the Client wishes to retain the services of the Firm in order that the Firm may represent the Client's interests before the Florida Legislature, executive agencies, and other governmental entities, agencies or departments within the State of Florida; and,

Whereas, the Client expressly acknowledges that the Firm has not given, and cannot give, any assurance of the outcome of any government affairs matters, or other matter for which the firm is retained, nor is this contract contingent on such outcome; and

Whereas, the Client agrees to cooperate fully with the Firm and to provide all information known by, or available to, the Client which may aid the Firm in representing the Client, including providing any information relative to specific bills which the Client desires the Firm to monitor; and

Whereas, the Firm agrees to provide such representation as Client may require; and

Whereas, the parties have agreed to the terms under which the firm will represent the Client and wish to memorialize their agreement in writing.

Now, therefore, in consideration of the above recitals and the mutual covenants herein contained and intending to be legally bound hereby, the parties agree as follows:

- 1. <u>Term of Agreement:</u> This agreement shall become effective on October 1, 2023 and shall remain effective until September 30,2024. Either party may terminate this agreement at any time by providing written notice of termination to the other party at least 30 (thirty) days prior to date of termination.
- 2. <u>Duties & Obligations of Firm:</u> It shall be the Firm's duty to advocate the interests of Client before the Florida Legislature, executive agencies, and other governmental entities,

agencies or departments within the State of Florida.

- 3. <u>Duties of Client:</u> It shall be the Client's duty to timely compensate the Firm for its services and to keep the Firm informed of any substantive changes which may materially affect this agreement or its scope of services.
- 4. <u>Compensation:</u> The firm shall receive from Client \$36,000, payable on the 10th of every month at the rate of \$3,000. Registration fees payable for Florida Lobbyist Registration and reasonable and customary expenses shall be reimbursed by the Client.
- <u>5.</u> Lobbyist Registration, Compensation and Expense Reporting and Compliance: The firm shall comply with all applicable local and state laws, ordinance and rules regarding lobbying registration, compensation and expense reporting and compliance. Should state level compensation reporting be required, compensation will be reported as 70% attributable to legislative branch compensation reporting and 30% to executive branch compensation reporting.
- 6. <u>Venue and Governing Law:</u> Venue for all proceedings in connection with this contract shall be in the State Courts in Miami-Dade, Florida, and all aspects of this contract shall be governed by the laws of the State of Florida.

Dated: //14/24		Name: Esteban Bovo, Jr.			
Attested to:	Ву:	and the second s			
		Title: Mayor of the City of Hialeah			
Marbelys Fatjo, City Clerk					
Dated:1/16/2024					
	By:	Michael Corcoran			

Corcoran & Associates, Inc. d/b/a Corcoran Partners

Approved as to Form and Legal Sufficiency:

Rafael E. Suarez-Rivas, City Attorney

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, APPROVING A CONTRACT FOR SERVICES IN SUBSTANTIALLY THE FORM ATTACHED, WITH CORCORAN & ASSOCIATES, INC. D/B/A CORCORAN PARTNERS ("FIRM"), TO REPRESENT THE CITY ("CITY" OR "CLIENT") BEFORE THE FLORIDA LEGISLATURE, EXECUTIVE AGENCIES, AND OTHER GOVERNMENTAL ENTITIES, AGENCIES OR DEPARTMENTS WITHIN THE STATE OF FLORIDA, IN AN AMOUNT OF \$3,000.00 PER MONTH; FOR A TERM OF ONE YEAR; AUTHORIZING THE MAYOR OR HIS DESIGNEE AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO EXECUTE A CONTRACT FOR SERVICES, SUBSTANTIALLY IN THE FORM ATTACHED; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Hialeah (the "City" or "Client") wishes to retain the services of; Corcoran & Associates, Inc. d/b/a Corcoran Partners ("the "Firm") to represent the City's interests before the Florida legislature, executive agencies, and other governmental entities, agencies or departments within the State of Florida: and

WHEREAS, the Firm has a long-standing legislative and governmental practice within the State of Florida;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The foregoing facts and recitations contained in the preamble to this resolution are hereby incorporated and adopted by reference as if fully set forth herein.

Section 2: The City of Hialeah (the "City" or "Client") hereby approves a Contract for Services ("Contract") with Corcoran & Associates, Inc. d/b/a Corcoran Partners (the "Firm") ., who will represent the City's interests before the Florida Legislature, executive agencies, and other governmental entities, agencies, or departments within the State of Florida, among other duties in the Contract in an amount of \$3,000.00 per month for a term of one year, which Agreement may be earlier terminated, for convenience, on thirty (30) days written notice; further authorizing the Mayor or his designee and the City Clerk, as attesting witness, on behalf of the City, to execute the Contract, in substantially the attached form, with the Firm. All action taken

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to date by officers of the City in furtherance of this Agreement is hereby approved, confirmed and ratified.

Section 3: This resolution shall become effective when approved by majority vote of the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

PASSED AND ADOPTED this 10 day of october, 2023.

Monica Perez
Council President

Attest:

Approved on this 17 day of October

Marbelys Fatjo

City Clerk

Mayor Esteban Bovo, Jr.

Approved as to form and legal sufficiency:

Rafael E. Suarez-Rivas, Lity Attorney

Resolution was adopted by 7-0 vote with Councilmembers Casals-Muffoz, Rodriguez, Zogby, Calvo, Tundidor, Council President Perez and Council Vice President Garcia-Roves voting "Yes".



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Whereas, the Client agrees to cooperate fully with the Firm and to provide all information known by, or available to, the Client which may aid the Firm in representing the Client, including providing any information relative to specific bills which the Client desires the Firm to monitor; and

Whereas, the Firm agrees to provide such representation as Client may require; and

Whereas, the parties have agreed to the terms under which the firm will represent the Client and wish to memorialize their agreement in writing.

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Tampa | Tallahassee | St. Petersburg | Miami | Washington DC 19401 Shumard Oak Drive, Land O' Lakes, Florida 34638 www.corcoranpartners.com 813.527.0172 agencies or departments within the State of Florida.

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Dated:				· · · · · · · · · · · · · · · · · · ·			· · ·
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Dated:						·	
		Ву:	Michael Corcoran Corcoran & Associates, Inc. d/b/a Corcoran Partners				