

## **CONTRACT FOR SERVICES**

This is a contract for lobbying services between The Southern Group of Florida, Inc., a Florida corporation, ("TSG") and the City of Key West, a Florida municipal corporation ("Client") (the "Contract"). The Contract is entered into on this 1<sup>st</sup> day of July 2025. The services to be provided by TSG to Client under this Contract shall begin on July 1, 2025 ("Start Date") and shall continue for four (4) months, ending October 31, 2025 (the "Engagement Period").

### **1. SCOPE OF WORK.**

The lobbying services set forth in this Scope of Work will be performed by the lobbyists and employees of TSG. Client acknowledges that the distribution of effort by TSG may be uneven over the course of the Engagement Period, in that some periods may require more hours and effort than others.

The Scope of Work contemplated by this Contract is as follows:

TSG will represent Client before the Legislative and Executive branches of Florida government.

While TSG's lobbyists and employees will execute the Scope of Work, Client's primary points of contact will be Nicole Kelly and Anna DeCerchio. Their contact information can be found in the attached TSG Contact Information form. Client agrees that TSG designated lobbyists should use all their relationships with elected officials and key decision-makers at all levels of government to aid the Client's stated goals and interests. Therefore, TSG will register to lobby on Client's behalf with the Florida Legislative and Executive branches of government, in addition to registering with any other applicable government entity that may be required to perform the Scope of Work. TSG is a lobbying firm subject to the laws and rules of the State of Florida and other jurisdictions within the state, as applicable. Client agrees that it will complete any forms necessary to comply with lobbyist registration requirements during the Engagement Period, or after this Contract's termination, should reporting periods overlap.

### **2. CONFIDENTIALITY.**

TSG acknowledges and agrees that during the course of the performance of services for Client that Client may furnish, disclose or make available confidential and proprietary information to TSG. TSG agrees to keep non-public information designated confidential by the Client confidential unless disclosure is approved by the Client.

### **3. INVOICES AND/OR PAYMENTS.**

Consideration for the work performed under this Contract is a flat fee of \$22,500 (the "Fee"). For the convenience of the Client, the total amount owed under this Contract will be billed monthly in three (3) equal installments over the Engagement Period in the amount of \$7,500 beginning August 1, 2025. TSG will provide the installment invoice on the first day of each month. **Payment is due upon receipt of the invoice.**

Costs directly attributable to the performance of this work will be billed in addition to the Fee. Costs may include travel, conference registration fees, and other expenses incurred on behalf of the Client. Any cost(s) that exceeds \$500 per month in the aggregate will not be billed without Client's written approval.

Payment should be made payable to or addressed to The Southern Group of Florida, Inc. ACH or wire transfer is preferred. If payment is made by check, then payment(s) should be remitted to P.O. Box 10570, Tallahassee, FL 32302. Payments received more than sixty (60) days after their due date shall be charged a \$100 per day late fee for each day that payment is overdue. If an invoice is unpaid for ninety (90) days or more, work towards completion of the Scope of Work will pause until Client brings all amounts due and owing current.

### **4. NO TERMINATION FOR CONVENIENCE.**

In the event that the Client chooses to end the Contract before the end of the applicable Engagement Period, the Fee and any approved, outstanding costs shall be due in their entirety. TSG will provide a final invoice for all amounts due under this Contract which shall be paid within thirty (30) days of being sent by TSG.

### **5. RELATIONSHIP OF THE PARTIES.**

Both the Client and TSG are free to enter into other contracts with other parties for similar services, subject to certain limitations set forth herein and in Section 2 above. TSG agrees that it will not engage new clients for matters that would result in a direct conflict of interest between the position of the Client and the new client during Engagement Period and all renewals. TSG represents that no current conflict of interest exists among its current clients by bringing on Client. TSG's conflict policy does not extend beyond the term of the Contract and its subsequent renewals.

### **6. ASSIGNMENT.**

TSG shall not assign, delegate, or otherwise transfer its rights or obligations except as set forth in Section 1 above.

### **7. FORCE MAJEURE.**

Notwithstanding any provisions of this Contract to the contrary, the Parties shall not be held in breach of the Contract as a result of any failure or delay in the performance of this Contract

that arises from fires, floods, strikes, unusually severe weather, or restrictions as a result of declared public health emergencies. Failure to perform shall be excused during the continuance of such circumstances, but this Contract shall otherwise remain in effect.

**8. AMENDMENTS.**

The Contract may be amended only when reduced to writing and signed by Client and an authorized representative of TSG.

**9. ENTIRE AGREEMENT.**

This Contract states the entire understanding and agreement between the Parties. No course of prior dealing or use of parole evidence shall be relevant to supplement, vary or explain any term used with respect to this Contract. The acceptance of any course of performance rendered under this Contract will not constitute a waiver of any of the Contract's provisions.

**10. SEVERABILITY OF PROVISIONS.**

The Parties intend this Contract to be enforced as written. The Parties agree, however, that each provision herein shall be treated as a separate and independent clause, unless otherwise specified. Thus, the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses in this Contract and each portion and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

**11. APPLICABLE LAW AND VENUE.**

The laws of the State of Florida shall govern this Contract. In the event it is necessary for either Party to initiate a legal claim arising from this Contract, the venue for such claims shall be Leon County, Florida. In the event of a dispute over the Contract, the terms of this Contract will not be construed by the applicable court against the drafter of the Contract.

**12. PREVAILING PARTY ATTORNEY'S FEES AND COSTS.**

In the event of any legal action arising out of, or relating to, this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in connection with such action. For purposes of this provision, "prevailing party" shall mean the party that obtains a favorable judgment against whom such action is initiated or obtains a final dismissal on the merits of such action by the Court.

**13. AUTHORITY.**

The individual signing below on behalf of the Client hereby represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of Client and that this Contract is binding upon the Client in accordance with its terms.

**SIGNED:**

**City of Key West**

Signed: Brian L. Barroso

Printed Name: BRIAN L. BARROSO

Title: CITY MANAGER

**The Southern Group of Florida, Inc.**

Signed: Nicole Kelly

Printed Name: Nicole Kelly

Title: Partner

Reviewed for Legal Sufficiency:

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