



CONTRACT FOR SERVICES

This is a contract for lobbying services between TSG Advocates DC, LLC, a District of Columbia limited liability company ("TSG") and the City of Key West, a Florida municipal corporation ("Client") (the "Contract"). The Contract is entered into on this 1st 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 two (2) months, ending August 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:

- Advance the Client's legislative priorities
- Secure funding
- Influence policy decisions that affect operations
- Facilitate meetings with key policy and decision-makers, including elected leaders, appointed officials, government staff, business, and community leaders

While TSG's lobbyists and employees will execute the Scope of Work, Client's primary point of contact will be Chase Kroll.

TSG is a lobbying firm subject to laws and rules, including, among others, the Lobbying Disclosure Act and the Foreign Agents Registration Act. Both TSG and Client individually agree to maintain compliance with any applicable laws and rules pertaining to each a result of this Contract. Client agrees that it will cooperate in providing any information or completed forms necessary as may be necessary to comply with lobbyist registration requirements during the Contract, 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. However, the Parties acknowledge that all records created during the Agreement that relate to this engagement and the Scope of Work are public and subject to production pursuant to the Public Records Law, Florida Statutes, Chapter 119.

3. INVOICES AND/OR PAYMENTS.

Consideration for the work performed under this Contract is a flat fee of \$12,500 (the "Fee"). TSG will provide the installment invoice on the first day of the month. **Payment is due within 30 days of Client's 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 exceed \$500 per month in the aggregate will not be billed without Client's written approval.

Payment should be made payable to or addressed to TSG Advocates DC, LLC. 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. 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. TERMINATION.

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 with regard to the Scope of Work between the position of the Client and the new client prior to termination of this Contract. 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 duration of the Contract.

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 circumstances that were not foreseeable to either Party, including, but not limited to strikes, unusually severe weather, government closure, 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 an authorized representative of both Client and TSG.

9. ENTIRE AGREEMENT.

This Contract states the entire understanding and agreement between the Parties. No course of prior dealing or use of parol 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

TSG Advocates DC, LLC

Signed: Nicole Kelly

Printed Name: Nicole Kelly

Title: Partner

Reviewed for Legal Sufficiency:

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