

## **FIRST AMENDMENT TO THE CONSULTING AGREEMENT**

THIS FIRST AMENDMENT, effective October 1, 2025, is by and between the City of Key West ("Client") and TSG Advocates DC, LLC ("TSG" or "Consultant"). In consideration of the mutual and reciprocal promises herein contained, the Contract for Services between TSG and Client (hereinafter "Contract") effective July 1, 2025, is amended as follows:

1. Introductory Paragraph is revised to include:

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 until December 10, 2025 ("End Date") (the "Engagement Period").

2. Paragraph 3 is deleted and replaced with:

Consideration from the work performed under this Contract is a flat fee of \$54,166 (the "Fee"). Client has remitted \$25,000 to date. TSG will issue three invoices for the remaining balance of \$29,166 as follows: an invoice for \$12,500 on October 1, 2025, an invoice for \$12,500 on November 1, 2025, and an invoice for \$4,166 on December 1, 2025. 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.

3. Except as otherwise specifically noted in this First Amendment, all other terms and conditions of the Agreement remain unchanged and in full force and effect.

City of Key West

By: Brian L. Barroso

Nan Brian L. Barroso

Date: 10/7/25

TSG Advocates DC, LLC

By: Nicole Kelly

Name: Nicole Kelly

Date: October 6, 2025