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## **CONTRACT FOR SERVICES**

This is a contract for lobbying services between The Southern Group of Florida, Inc. ("TSG") and the City of North Miami ("Client") (the "Contract"). The Contract is entered into on this 1<sup>st</sup> day of January 2024. The services to be provided by TSG to Client under this Contract shall begin on January 1, 2024 ("Start Date") and shall continue for 12 month(s) (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:

Client has asked TSG to provide coordination services related to governmental affairs services, which will include, but not limited to, the following:

- Drafting process and procedures to create annual legislative priorities for Council's approval.
- Coordinate with local, state, and federal lobbyists to compile session timetables and priorities deadlines for effective lobbying.
- Work with Manager's office and Mayor and Council's office to gather priorities, prepare for Council approval and submittal to all lobbyists and administration.
- Create an evaluation process to determine the effectiveness of lobbyists' work and priorities.
- Create a format for appropriate "talking points" for Mayor and Council to use.
- Train Mayor, Council, and administration staff on lobbying, how to prepare talking points for Council and administration.
- Whenever possible meet with legislators, members of their staff and departments.
- Any other duties related to the coordination of lobbying, legislative priorities and securing funding for such priorities.

While TSG's lobbyists and employees will execute the Scope of Work, Client's primary point of contact will be Katia Saint Fleur. Their contact information can be found in the attached TSG Contact Information form. 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 \$30,000 (the "Fee"). For the convenience of the Client, the total amount owed under this Contract will be billed monthly in 12 equal installments over the Engagement Period in the amount of \$2,500. TSG will provide the installment invoice on the first day of each month during the Engagement Period. **Payment is due upon receipt of the invoice.**

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. RENEWAL.**

Upon payment of the final invoice, there shall be no further obligations of the Parties under this Contract.

## **5. NO TERMINATION FOR CONVENIENCE.**

TSG or Client may terminate this Contract with 30 days' written notice. In the event that the Client chooses to end the Contract, any fees owed for work up until the termination date shall be due in full. TSG will provide a final invoice for amounts due under this Contract which shall be paid within thirty (30) days of being sent by TSG.

## **6. 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.

**7. ASSIGNMENT.**

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

**8. 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.

**9. AMENDMENTS.**

The Contract may be amended only when reduced to writing and signed by Client and TSG Managing Partner Nelson Diaz at Diaz@TheSouthernGroup.com.

**10. 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.

**11. 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.

**12. 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 Miami-Dade 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.

**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 North Miami**

Signed: 

Printed Name: Rosha Caneau

Title: City Manager

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

Signed: 

Printed Name: Nelson Diaz

Title: Managing Partner