

September 27, 2023

Shawn Sherrouse, City Manager
City of Lakeland
228 S. Massachusetts Ave.
Lakeland, Florida 33801

Dear Mr. Sherrouse:

Thank you very much for your interest in The Southern Group of Florida, Inc. (The Southern Group). We have sincerely appreciated the opportunity to provide lobbying services to the City of Lakeland for the past 22 years. The Southern Group is committed to providing the highest level of service in furtherance of the City's goals. Per our conversation, this agreement will describe the terms under which that representation will move forward.

You have asked that we represent the City of Lakeland before the legislative and executive branches of Florida government. The entire team of The Southern Group's lobbyists will be available to advance the City of Lakeland's interests. You may wish to review in detail the qualifications of the team at www.thesoutherngroup.com. However, in order to ensure that your needs are efficiently and fully addressed, I will be the primary contact for this representation. If I should ever be unavailable, I would encourage you to contact Seth McKeel. Our contact information is reflected on the attached sheet.

In exchange for these services, the City of Lakeland has agreed to pay The Southern Group \$7,500 per month beginning October 1, 2023. The initial term of this agreement will be for a period of three (3) years with the option for renewal, upon mutual agreement of both parties, for up to two (2) additional one (1) year extensions. The Southern Group will send an invoice on the first of each month for the current month's services and payment is due in accordance with the Local Government Prompt Payment Act (§§218.70 – 218.80, Florida Statutes), including the interest provisions therein. Our preferred method of payment is ACH or wire transfer. Otherwise, all payments should be remitted to P.O. Box 10570, Tallahassee, FL 32302. Please note that under no circumstances will work continue to be done by any lobbyist of The Southern Group if any invoice is unpaid beyond 90 days after their due date. This agreement may only be modified in writing, signed, and executed by both parties; electronic mail or communication shall not suffice to modify this agreement. Costs directly attributable to the performance of this work will be billed in addition to the monthly retainer, and these costs may include travel, lobbyist registration fees, and other expenses incurred on behalf of the City of Lakeland. No monthly costs that in the aggregate exceed \$500 will be incurred without your prior approval. Either party may terminate this agreement, with or

without cause, upon thirty (30) days' prior written notice to the other. Notice shall be given by certified mail, return receipt requested, or by nationally recognized overnight courier service. Notice to the City shall be provided to the City Manager, 228 S. Massachusetts Ave., Lakeland, Florida 33801. Notice to The Southern Group shall be provided to P.O. Box 10570, Tallahassee, FL 32302.

Also, by signing below, you agree that you will complete any forms necessary to comply with lobbyist registration requirements under Florida law that may arise as a result of our representation of the City of Lakeland during the term of this contract or after its termination should reporting periods overlap.

Please be aware that Florida has a lobbying fee disclosure law that requires quarterly disclosure of fees. It should also be noted that The Southern Group has affiliated offices in other states and within the state of Florida. The Southern Group has a policy of declining representation of clients when that representation would immediately create a direct conflict with other clients that The Southern Group currently represents. You have retained The Southern Group for representation in Florida, and we know of no conflicts with our current clients. In order to ensure the candor and trust in our relationship that forms the basis of effective representation, it is the policy of The Southern Group to keep confidential within each office all information about your business interests and strategies.

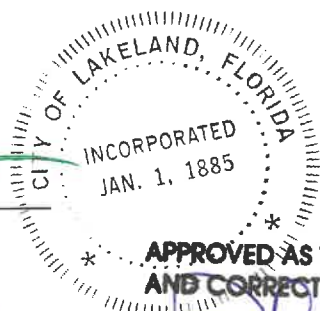
I believe the above reflects our understanding. If it does, please sign this agreement and return with the completed client information, which is enclosed. I appreciate your attention to this matter and look forward to continuing to work on behalf of the City of Lakeland. Please never hesitate to contact me if I can assist you in any way.

Sincerely,

David Shepp

Enclosures

City of Lakeland



10/3/23
Date

Attest:
KELLY S. KOOS, CITY CLERK

Palmer C. Davis, City Attorney

APPROVED AS TO FORM AND CORRECTNESS