

August 29, 2023

Debbie L. Manns
City Manager
City of New Port Richey
5919 Main St.
New Port Richey, FL 34652

Dear Ms. Manns:

Thank you very much for your interest in The Southern Group of Florida, Inc. (The Southern Group). We appreciate the opportunity to provide lobbying services to the City of New Port Richey in Florida. The Southern Group is committed to providing the highest level of service in furtherance of your goals. This agreement will describe the terms under which that representation will occur.

You have asked that we represent the City of New Port Richey in front of the legislative and executive branches of Florida government. Services will include, but not be limited to the following:

- Assist the Mayor, City Council and City Manager on the formation of legislative appropriation requests, and advocate for these projects on the City's behalf with the legislature and the Governor's office of Policy and Budget.
- Assist City Departments in the preparation of appropriation requests.
- Inform relevant City staff of any relevant meetings or events for staff or elected officials to attend pertinent to the City's legislative priorities.
- During the legislative session, maintain daily contact and report at least weekly on the status of, appropriation requests, any legislation, and matters of concern to the City. Such reports may include personal briefings and information bulletins pertinent to any state legislation, rules, regulations, policies, or programs that affect the City and its citizens either directly or indirectly. Such reports should also be specifically tailored to the legislative priorities of the City of New Port Richey. A report shall be submitted at the end of each business week detailing legislative action taken during the week, status of appropriation requests and legislative items, and anticipated action during the upcoming week. A final report which summarizes the status of the City's legislative priorities shall be provided within one week of the closing of the session. A more detailed follow-up report on specific legislation affecting the City shall be provided within a reasonable time period, not to exceed 60 days after the close of the session.

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- Review on a continuing basis all existing and proposed State policies, programs, and legislation, and regularly inform the City regarding identified issues that may affect the City and/or its citizens.
- Review the legislative policy statements adopted by the Florida League of Cities and the policy statements of other local government lobbying groups for the purpose of identifying issues which may either positively or negatively affect the City.
- Monitor state legislative committee meetings, state agency hearings and meetings prior to and during the regular and special session(s) at which specific issues delineated within the City's adopted legislative priorities are scheduled, as well as other items which may arise that affect the City.
- Provide periodic written reports, at least monthly, when the legislature is not in session, and weekly during session, on matters of interest or concern to the City. Such information may include action taken at interim committee meetings, status of studies underway, and advance notice of legislation being proposed.
- Track progress on studies that may positively or negatively affect the City or its citizens and regularly inform the City.
- Provide access to Consultant's tracking system, if available, to view City of New Port Richey's bill tracking list.
- Testify and lobby before the Legislature, Governor, and Cabinet as necessary on behalf of the City, during the annual legislature session, extended or special sessions and at legislative committee meeting.
- Appear and testify before legislative committees as required, to promote and seek passage of legislation affecting the City or its citizens, and specific legislation contained in the City's legislative priorities.
- Upon request, coordinate appointments/meetings between the City's Elected Officials and City staff and appropriate state officials and legislators.
- Develop a strategy for support, defeat, or amendment of pending legislation.

The entire team of The Southern Group's lobbyists will be available to advance the City of New Port Richey's interests. You may wish to review in detail the qualifications of the team at www.thesouthern.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 Laura Boehmer, Seth McKeel, David Shepp, or Stephanie Cardozo. Our contact information is reflected on the attached sheet.

In exchange for these services, the City of New Port Richey has agreed to pay The Southern Group \$3,600 per month, for ~~three years~~ **one year**, beginning ~~September 1, 2023 to August 31, 2026~~ **November 7, 2023 to November 7, 2024**. The Southern Group will send an invoice on the first of each month for the current month's services and payment is due by the end of each month. Our preferred method of payment is ACH or wire transfer. Otherwise, all payments should be remitted to P.O. Box 10570, Tallahassee, FL 32302. Payments for undisputed invoices received more than 60 days after

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air due date shall be charged a \$100 per day late fee for each day that payment is overdue. Please also 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. Following the three-year minimum, The Southern Group and the City of New Port Richey will re-evaluate the contract fee and terms prior to a renewal. This Agreement may be terminated by either party upon receipt of 30 days' written notice. The City of New Port Richey may terminate this Agreement prior to the expiration thereof and all fees then due and owing, in addition to all fees due and owing for the remainder of the term of the Agreement, shall be paid within 30 days. 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 New Port Richey. No monthly costs that in the aggregate exceed \$500 will be incurred without your prior approval.

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 New Port Richey 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 working with you. Please never hesitate to contact me if we can assist the City of New Port Richey in any way.


Sincerely,



Mike Moore

Ms. Debbie L. Manns

Enclosures



City of New Port Richey

11/21/23

Date