

January 18, 2023

Luis G. Montaldo
Clerk Ad Interim
Miami Dade County Clerk of the Courts
73 West Flagler Street
Miami, FL 33130

Dear Mr. Montaldo,

Thank you very much for your interest in The Southern Group of Florida, Inc. (The Southern Group or Contractor). We appreciate the opportunity to provide lobbying services to the Miami Dade Clerk of the Courts 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 office of the Miami Dade Clerk of the Courts before the Florida Legislative and Executive Branch and the Miami Dade County Board of County Commissioners and Mayor's office. The entire team of The Southern Group's lobbyists will be available to advance the interest of the Miami Dade Clerk of the Courts. 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, Crystal Wagar and I will be the primary contact for this representation. Our contact information is reflected on the attached sheet.

In exchange for these services, the Miami Dade Clerk of the Courts has agreed to pay The Southern Group \$10,000 per month, beginning January 15, 2023, with the month of January prorated to \$5,000. 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. This Agreement is for a 12 month term and will automatically renew annually for additional 12 month terms unless terminated in writing by either party at least 30 days prior to the expiration thereof. The Miami Dade Clerk of the Courts 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. 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 Miami Dade Clerk of

the Courts. 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 Miami Dade Clerk of the Courts 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.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PAMELA BERNHARDT, COC PUBREC@MIAMIDADE.GOV, 305-593-1352.

Additionally, Contractor shall:

- 1. Keep and maintain public records required by the public agency to perform the service.**
- 2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.**
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the**

contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

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 Miami Dade Clerk of the Courts in any way.

Sincerely,



Nelson Diaz

Enclosures



Clerk Ad Interim
Miami-Dade Clerk of the Courts

1/24/2023

Date