

## **TAMPA OFFICE**

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May 17, 2022

President Angela Garcia Falconetti Association of Florida Colleges, Inc. / Council of Presidents 1725 Mahan Dr. Tallahassee, FL 32308

Dear President Falconetti:

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 Association of Florida Colleges, Inc. (AFC) 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 AFC before Legislative and Executive branches of Florida Government pursuant to the scope of services attached. The entire team of The Southern Group's lobbyists will be available to advance AFC's interests. You may wish to review in detail the qualifications of the team at <a href="https://www.thesoutherngroup.com">www.thesoutherngroup.com</a>. 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 Chris Dudley, David Shepp, Laura Boehmer or Sheela VanHoose. Our contact information is reflected on the attached sheet.

In exchange for these services, AFC has agreed to pay The Southern Group, \$7,500 per month beginning on July 1, 2022, and ending on June 30, 2023. 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 via ACH or wire transfer. Otherwise, all payments should be remitted to P.O. Box 10570, Tallahassee, FL 32302. This agreement may be terminated by either party upon receipt of 30 days written notice. 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 AFC's behalf. 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 AFC 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 AFC in any way.

Sincerely,

Seth McKeel

**Enclosures** 

For Association of Florida Colleges, Inc.

## Scope of Services:

The Consultant shall execute a strategy to be approved and assigned by the AFC Council of Presidents (AFC/COP) via the AFC Policy and Advocacy Committee, and in coordination with the AFC CEO/Executive Director and AFC Legislative Committee. The Consultant, utilizing personnel and resources of its firm, shall lobby and provide governmental consulting to the legislative and executive branches of government more specifically described below:

1. Assist the colleges in advocacy efforts advancing the AFC/COP positions on policy issue(s) as determined by the AFC/COP impacting the Florida College System. This includes system-wide policy issues as they emerge or as needed.

Specific duties to be conducted under the terms of this contract include but are not limited to:

- 1. Provide a strategy for advancing the annual AFC/COP Legislative Budget Request (LBR);
- 2. Participate in meetings/conference calls as needed with the Council of Presidents, AFC Policy and Advocacy Committee, and/or AFC CEO/Executive Director
- 3. Report on legislative meetings, as needed and requested, related to legislation being monitored;
- 4. Arrange meetings for The Chair or Vice Chair of the COP or their designee as requested with legislators, legislative staff, and executive branch officials to discuss AFC/COP issues and concerns;
- 5. Provide political analysis of legislative and executive decisions as requested;
- 6. Assist with identifying visitors and speakers for AFC events as needed;