

**REINSTATEMENT AND FIRST AMENDMENT**

**THIS REINSTATEMENT AND FIRST AMENDMENT** (“First Amendment”) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between The Southern Group of Florida, Inc. (“Consultant”) and the City of St. Petersburg, Florida (“City”) (collectively, “Parties”).

**WITNESSETH:**

**WHEREAS**, the City and Consultant entered into an agreement on September 1, 2022 for state governmental relations consulting services (“Agreement”); and

**WHEREAS**, the term of the Agreement expired on July 31, 2023; and

**WHEREAS**, Consultant and the City now desire to reinstate and amend the Agreement to extend the renewal term.

**NOW, THEREFORE**, for and in consideration of the foregoing recitals (all of which are an integral part hereof and are incorporate herein) and the mutual promises, covenants, and conditions herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. The termination of the Agreement is hereby revoked and, except as expressly modified by this First Amendment, the Agreement shall be, and is hereby, reinstated in its entirety as of July 31, 2023 and shall be in full force and effect as if the same had never been terminated.
2. All capitalized terms in this First Amendment shall have the same meaning specified in the Agreement unless otherwise set forth herein.
3. Paragraph 4 of the Agreement is hereby amended to read as follows:

The Term of this Agreement commenced on August 1, 2022 (“Effective Date”) and shall terminate on July 31, 2024, unless this Agreement is earlier terminated as provided for herein. The City reserves the right to extend this Agreement under the same terms and conditions for an additional one (1) year period at the end of the then expiring Term, provided such extension is mutually agreed upon by both Parties in

writing. References in this Agreement to “Term” shall include the initial Term of this Agreement and all renewal terms.

4. Paragraph 5 of the Agreement is hereby amended to read as follows:
  - A. Provided Consultant faithfully performs its obligations contained in this Agreement, the City shall pay Consultant six thousand dollars (\$6,000) per month; provided, however, that the total amount paid to Consultant pursuant to this Agreement, which shall be inclusive of any out-of-pocket expenses (including but not limited to transportation, mileage, lodging, and meals, shall not exceed seventy-two thousand dollars (\$72,000) annually (“Maximum Annual Price”). Consultant shall invoice the City on a monthly basis for services rendered in the previous month, and the City shall pay such invoice within thirty (30) days after receipt. The Maximum Annual Price may be increased only in strict accordance with this Agreement.
  - B. If the Parties opt to renew this Agreement, any increase in the Maximum Annual Price will be made by mutual agreement between the Parties in writing, provided that Consultant notified the City thirty (30) days prior to expiration of the then-expiring Term of its intent to increase the Maximum Annual Price. Further, Consultant shall maintain competitive prices for the Term, and such prices must be comparable to those provided to other customers receiving similar services as the City.
5. The City contact information set forth in Paragraph 8 of the Agreement is hereby amended to read as follows:

City of St. Petersburg  
Procurement and Supply Management Department  
P.O. Box 2842  
St. Petersburg, FL 33731  
Phone: (727) 893-4109  
Attention: Stephanie Swinson, Esq.  
Director, Procurement & Supply Management
6. Any and all provisions of the Agreement not specifically amended by this First Amendment shall remain in full force and effect.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Consultant and the City have caused this Reinstatement and First Amendment to be executed by their duly authorized representatives on the date above written.

**THE SOUTHERN GROUP OF FLORIDA, INC.**

By: <sup>DocuSigned by:</sup> Laura Boehmer  
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Laura Boehmer

Partner

**CITY OF ST. PETERSBURG, FLORIDA**

**ATTEST:**

By: <sup>DocuSigned by:</sup> Stephanie Swinson  
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<sup>DocuSigned by:</sup> Chandrasasa Srinivasa  
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Chandrasasa Srinivasa, City Clerk

Stephanie Swinson

Director, Procurement & Supply Management



Approved as to Form and Content:

<sup>DocuSigned by:</sup> Santhi Subbar  
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City Attorney (Designee) 00701684