

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/20/2025

Contract/Lease Control #: C22-3209-BCC

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: THE ADVOCACY GROUP AT CARDENAS PARTNERS, LLC/DBA
THE ADVOCACY PARTNERS

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/01/2025

Expiration Date: 06/30/2026 W/ 1 1 YR RENEWAL

Description of: STATE LOBBYIST SERVICES

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7105

Monitor's FAX # or E-mail: JHOFSTAD@MYOKALOOSA.COM

Closed: _____

CC: BCC RECORDS

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C22 3209-BCC Tracking Number: 5396-25
 Procurement/Contractor/Lessee Name: The Advac Group Grant Funded: YES ___ NO X
 Purpose: 1st merchant
 Date/Term: 6-30-24 1. GREATER THAN \$100,000
 Department #: 0114 2. GREATER THAN \$50,000
 Account #: 0531014 3. \$50,000 OR LESS
 Amount: ~~90,000,000,000~~ \$89,000
 Department: BCC Dept. Monitor Name: Hofstad

Purchasing Review

Procurement or Contract/Lease requirements are met: DeRita Mason Date: 2-27-25
 Purchasing Manager or designee: DeRita Mason, Erin Poole, Amber Hammonds

2CFR Compliance Review (if required)

Approved as written: NO federal funds Grant Name: _____ Date: _____
 Grants Coordinator: Suzanne Ulloa

Risk Management Review

Approved as written: see mail attached Date: 2-27-25
 Risk Manager or designee: Lydia Garcia

County Attorney Review

Approved as written: see mail attached Date: 3-5-25
 County Attorney: Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Odessa Cooper-Pool
Sent: Thursday, February 27, 2025 2:26 PM
To: DeRita Mason
Cc: Kerry Parsons; Lynn Hoshihara
Subject: RE: C22-3209-BCC 1st amendment
Attachments: C22-3209-BCC 1st amendment.docx

Good afternoon DeRita,

The 1st amendment for the Advocacy Group at Cardenas Partners LLC has been reviewed and is approved by Risk Management for insurance purposes.

Thank you,

Odessa Cooper-Pool
Public Records & Contracts Specialist
Human Resources/ Risk Management
Okaloosa County BCC
302 N. Wilson Street, Crestview, FL 32536
Office: 1-850-689-4111



“And, when you want something, all the universe conspires in helping you to achieve it.”— **Paulo Coelho, *The Alchemist***

Please note: Due to Florida’s very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Thursday, February 27, 2025 2:22 PM
To: Odessa Cooper-Pool <ocooperpool@myokaloosa.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Kerry Parsons <kparsons@ngn-tally.com>
Subject: RE: C22-3209-BCC 1st amendment

Sure, see updated.

DeRita Mason

DeRita Mason

From: Lynn Hoshihara
Sent: Wednesday, March 5, 2025 9:33 AM
To: DeRita Mason; Odessa Cooper-Pool
Cc: Kerry Parsons
Subject: Re: C22-3209-BCC 1st amendment
Attachments: C22-3209-BCC 1st amendment 3.5.25.docx

DeRita,

With the attached changes, this is approved.

Lynn

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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From: DeRita Mason
Sent: Thursday, February 27, 2025 3:21:54 PM
To: Odessa Cooper-Pool; Lynn Hoshihara
Cc: Kerry Parsons
Subject: RE: C22-3209-BCC 1st amendment

Sure, see updated.

DeRita Mason



DeRita Mason, CPPO, CPPB, NIGP-CPP
Purchasing Manager
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
Office: (850) 689-5960 Ext. 6966
Cell: (850) 826-8010
dmason@myokaloosa.com



CONTRACT: C22-3209-BCC
The Advocacy Group at Cardenas Partners, LLC
State Lobbyist Services
EXPIRES:06/30/2026 w/1 1 yr renewal

FIRST AMENDMENT AND RENEWAL TO THE AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA AND THE ADVOCACY GROUP AT CARDENAS PARTNERS, LLC., DBA THE ADVOCACY PARTNERS
CONTRACT NO. C22-3209-BCC

This First Amendment to the Agreement between Okaloosa County, a political subdivision of the State of Florida (the "County"), and The Advocacy Group at Cardenas Partners, LLC, dba The Advocacy Partners (the "Contractor"), executed this 18th day of March, 2025, is made a part of the original Agreement, dated July 19, 2022, Contract No. C22-3209-BCC (the "original Agreement"), incorporated herein by reference. The County and Contractor hereby agree as follows:

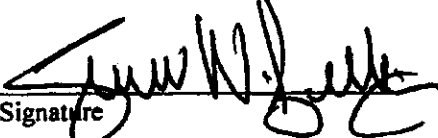
1. **OPTION TO RENEW.** The parties hereby wish to exercise their option to renew the original Agreement for an additional one (1) year term in accordance with Section 3 of the original Agreement.
2. **EFFECTIVE DATE OF RENEWAL TERM.** The Effective Date of this Amendment shall begin July 1, 2025, and shall terminate no later than June 30, 2026.
3. **INSURANCE.** The parties wish to amend Attachment "B" of the original Agreement "Insurance Requirements" and replace with Attachment "A" of this Amendment.
4. **COMPENSATION.** Compensation shall be amended as follows:

Contractor agrees to provide the Services to the County, including materials and labor, for a total amount of eighty thousand dollars (\$80,000.00) annually. The contractor shall be paid quarterly in the amount of twenty thousand dollars (\$20,000.00).
5. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated July 19 2022, and any amendments thereto, shall remain in full force and effect.
6. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.
7. **UNITED STATES-PRODUCED IRON AND STEEL** (s. 255.0993, Fla. Stat.). Any iron or steel product permanently incorporated into the project must be produced in the United States.
8. **ANTI-HUMAN TRAFFICKING AFFIDAVIT** All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with Okaloosa County, must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024. Required form is attached hereto as Attachment "B" and made a part of this agreement.



IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

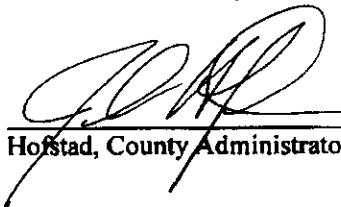
THE ADVOCACY GROUP AT CARDENAS
PARTNERS, LLC, DBA THE ADVOCACY PARTNERS


Signature

TITLE: Partner

SLATER W. BALLISS
Print Name

OKALOOSA COUNTY, FLORIDA

BY: 
John Hofstad, County Administrator



ATTACHMENT "A"

GENERAL SERVICES INSURANCE REQUIREMENTS FOR PROFESSIONAL LIABILITY

CONSULTANT INSURANCE

1. The CONSULTANT shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. With the exception of Workers' Compensation policies and Professional Liability, the County shall be shown as an Additional Insured with Endorsement for each policy on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the CONSULTANT.
6. The County reserves the right at any time to require the CONSULTANT to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contactor
8. Any exclusions or provisions in the insurance maintained by the CONSULTANT that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The CONSULTANT shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work



is sublet, with the approval of the County, the CONSULTANT shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. The CONSULTANT or must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the CONSULTANT himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage and a Waiver of Subrogation in favor of the County on the Certificate of Insurance. If there is an existing approved State of Florida Exemption for Workers' Compensation it must be provided to Okaloosa County.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. If the CONSULTANT does not own vehicles, the CONSULTANT shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. CONSULTANT must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The CONSULTANT shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury liability caused by the CONSULTANT.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability

3. The CONSULTANT shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

Coverage must be afforded for Wrongful Acts, errors or omissions committed by the CONSULTANT or its employees in performing its professional services under this contract. CONSULTANT must keep insurance in force until the third anniversary of expiration of this agreement or the third anniversary of acceptance of work by the County.



INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1M each accident (A combined single limit)
3. Commercial General Liability	\$1M each occurrence for Bodily Injury & Property Damage \$1M each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1M each occurrence
5. Professional Liability (E&O)	\$1M each claim

NOTICE OF CLAIMS OR LITIGATION

The CONSULTANT agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the CONSULTANT's knowledge. In the event such incident or claim involves injury and/or proper CONSULTANT damage to a third party, verbal notification shall be given the same day the CONSULTANT becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this contract.

CERTIFICATE OF INSURANCE

1. Certificates of Insurance indicating the project name, number, evidencing all required coverage, and if applicable any State of Florida approved Workers' Compensation Exemption must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County BCC, 5479-A Old Bethel Road, Crestview, Florida, 32536.



2. The CONSULTANT shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice Requirement, it shall be the responsibility of the CONSULTANT to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and Addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the CONSULTANT shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the CONSULTANT's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the CONSULTANT required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the CONSULTANT that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the CONSULTANT of any responsibility under this contract.

Should the CONSULTANT engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.



The CONSULTANT hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

The CONSULTANT shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.



ATTACHMENT "B"
ANTI-HUMAN TRAFFICKING AFFIDAVIT

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with Okaloosa County, must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

I Slater Bayliss (insert name) as Partner (insert title) on behalf of The Advocacy Group at Cardenas Partners DBA The Advocacy Partners (insert entity name) under penalty of perjury hereby attest as follows:

- 1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. The Advocacy Group at Cardenas Partners DBA The Advocacy Partners (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, The Advocacy Group at Cardenas Partners DBA The Advocacy Partners (insert entity name) does not participate in any of the following actions:
a. Using or threatening to use physical force against any person;
b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
e. Causing or threatening to cause financial harm to any person;
f. Enticing or luring any person by fraud or deceit; or
g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Signature: [Handwritten Signature]
Printed Name: Slater Bayliss
Title: Partner
Nongovernmental entity: The Advocacy Group at Cardenas Partners DBA The Advocacy Partners
Date: March 20, 2025

STATE OF Florida
COUNTY OF Leon

SWORN TO AND SUBSCRIBED before me X in person or remote notarization by Slater Bayliss as Partner on behalf of The Advocacy Partners who is personally known to me or who produced as identification this 20 day of March, 2025.

[Handwritten Signature]

