

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07/20/2022

Contract/Lease Control #: C22-3209-BCC

Procurement#: NA

Contract/Lease Type: AGREEMENT

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

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/01/2022

Expiration Date: 06/30/2025 W/2 1 YR RENEWALS

Description of: STATE LOBBYIST SERVICES

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7515

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

Closed:

Cc: BCC RECORDS

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

Procurement/Contract/Lease Number: <u>TSP</u>	Tracking Number: <u>4660-24</u>
Procurement/Contractor/Lessee Name: <u>The Advocacy Org</u>	Grant Funded: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Purpose: <u>State Lobbyist Services</u>	
Date/Term: <u>3 yrs w/ 2 renewals</u>	1. <input type="checkbox"/> GREATER THAN \$100,000
Department #: _____	2. <input checked="" type="checkbox"/> GREATER THAN \$50,000
Account #: _____	3. <input type="checkbox"/> \$50,000 OR LESS
Amount: <u>\$55,000</u>	
Department: <u>BCC</u>	Dept. Monitor Name: <u>Hofstad</u>

Purchasing Review	
Procurement or Contract/Lease requirements are met:	
<u>DeRita Mason</u>	Date: <u>6-20-22</u>
Purchasing Manager or designee	Jeff Hyde, DeRita Mason, Jesica Darr, Amber Hammonds

2CFR Compliance Review (if required)	
Approved as written: <u>no federal law</u>	Grant Name: _____
_____	Date: _____
Grants Coordinator	Suzanne Ulloa

Risk Management Review	
Approved as written: <u>See email attached</u>	Date: <u>6-30-22</u>

Risk Manager or designee	Kristina LoFria

County Attorney Review	
Approved as written: <u>See email attached</u>	Date: <u>7-12-22</u>

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: Lynn Hoshihara
Sent: Tuesday, July 12, 2022 10:57 AM
To: DeRita Mason
Cc: Kerry Parsons; Kristina LoFria; Sheila Fitzgerald
Subject: Re: Cardenas Partners Group Draft Agreement
Attachments: Cardenas Partners Draft Agreement 7.12.22.docx

DeRita,

Attached are my changes to the Cardenas contract. With these changes, this is approved.

Thanks,
Lynn

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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
Sent: Thursday, June 30, 2022 12:34:07 PM
To: Lynn Hoshihara
Cc: Kerry Parsons; Kristina LoFria
Subject: Cardenas Partners Group Draft Agreement

Good morning,
Please review and approve the attached.
They would like to take the contract to the board on July 19.

Thank you,

DeRita Mason



DeRita Mason, CFPB, NIGP-CPP
Senior Contracts and Lease Coordinator

DeRita Mason

From: Kristina LoFria
Sent: Thursday, June 30, 2022 11:58 AM
To: DeRita Mason
Subject: RE: Cardenas Partners Group Draft Agreement

DeRita,

Good afternoon, this is approved by Risk for insurance purposes.

Thank You

Kristy LoFria

Safety Coordinator
Okaloosa County BOCC-Risk Management-
302 N Wilson St Suite 301
Crestview, Florida 32536
klofria@myokaloosa.com
850-689-5979



For all things Wellness please visit:

<http://www.myokaloosa.com/wellness>

"When the winds of adversity blow against your boat, just adjust your sail."

"Don't aim for success if you want it; just do what you love and believe in, and it will come naturally." David Frost

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.



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Detail by FEI/EIN Number

Florida Limited Liability Company

THE ADVOCACY GROUP AT CARDENAS PARTNERS, LLC

Filing Information

Document Number L09000057112

FEI/EIN Number 27-0393975

Date Filed 06/12/2009

State FL

Status ACTIVE

Principal Address

204 SOUTH MONROE STREET
TALLAHASSEE, FL 32301

Changed: 08/09/2017

Mailing Address

204 SOUTH MONROE STREET
TALLAHASSEE, FL 32301

Changed: 08/09/2017

Registered Agent Name & Address

ROBINSON, WESLEY M
260 Cranwood Drive
Key Biscayne, FL 33149

Address Changed: 06/03/2022

Authorized Person(s) Detail

Name & Address

Title MGR

CARDENAS, ALBERTO
204 SOUTH MONROE STREET
TALLAHASSEE, FL 32301

Title MGR

BAYLISS, SLATER

204 SOUTH MONROE STREET
TALLAHASSEE, FL 32301

Title MGR

SHIVER, STEPHEN
204 SOUTH MONROE STREET
TALLAHASSEE, FL 32301

Annual Reports

Report Year	Filed Date
2021	02/01/2021
2022	02/02/2022
2022	06/03/2022

Document Images

<u>06/03/2022 -- AMENDED ANNUAL REPORT</u>	View image in PDF format
<u>02/02/2022 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/01/2021 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/16/2020 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/19/2019 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/28/2018 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/05/2017 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/18/2016 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/06/2015 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/08/2014 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/10/2013 -- AMENDED ANNUAL REPORT</u>	View image in PDF format
<u>04/29/2013 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/12/2012 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/29/2011 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/17/2010 -- ANNUAL REPORT</u>	View image in PDF format
<u>06/12/2009 -- Florida Limited Liability</u>	View image in PDF format



CONTRACT: C22-3209-BCC
THE ADVOCACY GROUP AT CARDENAS
PARTNERS, LLC
STATE LOBBYIST SERVICES
EXPIRES: 06/30/2025 W/2 1 YR RENEWALS

**AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA
AND THE ADVOCACY GROUP AT CARDENAS PARTNERS, LLC**
CONTRACT ID C22-3209-BCC

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made this 19th, day of July, 2022, by and between Okaloosa County, a political subdivision of the State of Florida, (hereinafter referred to as the "County"), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and The Advocacy Group at Cardenas Partners, LLC, a Florida Limited Liability Company authorized to do business in the State of Florida, whose address is 204 South Monroe Street, Tallahassee, FL 32301 (hereinafter referred to as "Contractor") whose Federal I.D. # is 27-0393975.

RECITALS

WHEREAS, the County is in need of a contractor to provide State Lobbyist Services ("Services"); and

WHEREAS, pursuant to the Okaloosa County Purchasing Manual, the County requested Letters of Interest to competitively procure the Services and received responses to perform these Services. A copy of the procurement and Contractor's response to the procurement is included as Attachment "A"; and

WHEREAS, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

WHEREAS, the County wishes to enter into this Agreement with Contractor to provide the Services to the County for an amount of fifty-five thousand Dollars annually (\$55,000.00), as further detailed below.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. Recitals and Attachments. The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

Attachment "A" – Request for Letters of Interest and Contractor's Response;
Attachment "B" – Insurance Requirements;
Attachment "C" – Title VI list of pertinent nondiscrimination acts and authorities;
Attachment "D" – Scrutinized Companies Certification; and
Attachment "E" – Federal Grant Clauses.



2. Services. Contractor agrees to perform State Lobbyist Services. The Services to be provided are further detailed in the Contractor's proposal attached as Attachment "A" and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County's needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed. The scope of services may be amended upon mutual written agreement of the parties subject to negotiation of price.

3. Term and Renewal. The term of this Agreement shall begin on July 1, 2022, and shall continue for a period of three (3) years to June 30, 2025, subject to the County's ability to terminate in accordance with Section 7 of this Agreement. The terms of Section 20 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement.

This Agreement may be renewed upon mutual written agreement of the parties for a period of up to two (2) one (1) year periods.

4. Compensation. The Contractor agrees to provide the Services to the County, including materials and labor, in a total amount of fifty-five thousand Dollars (\$ 55,000.00) annually.

- a. Contractor shall submit an invoice to the County quarterly. The Contractor shall be paid quarterly upon receipt of invoices in the amount of **\$13,750.00.** The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.
- b. Disbursement. Check one:

There are no reimbursable expenses associated with this Agreement.

- c. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.
- d. Availability of Funds. The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.



Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

5. Ownership of Documents and Equipment. All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

6. Insurance. Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

7. Termination and Remedies for Breach.

- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor thirty (30) days to cure such default. If the default remains uncured after thirty (30) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.
 - i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
 - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor



for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.

- b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.
- c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
- d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

8. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

9. Public Records. Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County 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 chapter 119 Florida Statutes or as otherwise provided by law.



- c. 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 County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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 OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

10. Audit. The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

11. Notices. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:



If to the County:	John Hofstad, County Administrator 1250 N. Eglin Parkway Shalimar, FL 32579 850-651-7515 jhofstad@myokaloosa.com	With a copy to: County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
If to the Contractor:	The Advocacy Group at Cardenas Partners, LLC Sarah Busk Suskey 204 South Monroe St. Tallahassee, FL 32301 850-222-8900 sbs@cardenaspartners.com	

12. Assignment. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

13. Subcontracting. Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

14. Civil Rights. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.



15. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

- a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".
- b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending the Agreement, in whole or in part.



f. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

16. Compliance with Laws. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

17. Conflict of Interest. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

18. Independent Contractor. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

19. Third Party Beneficiaries. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

20. Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses



(including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

21. Taxes and Assessments. Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

22. Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement



as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

23. Inconsistencies and Entire Agreement. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

24. Severability. If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

25. Entire Agreement. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

26. Representation of Authority to Contractor/Signatory. The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.



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

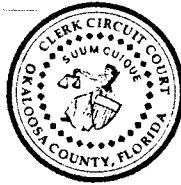
THE ADVOCACY GROUP AT CARDENAS
PARTNERS, LLC:

[Signature] TITLE: PARTNER
Signature

STUART W. BATHISS
Print Name

ATTEST.

[Signature]
J.D. Peacock II, Clerk of Courts



OKALOOSA COUNTY, FLORIDA

BY: [Signature]
Mel Ponder, Chairman





Attachment "A"



*Okaloosa Board of County Commissioners
Office of the County Administrator*

Request for Letters of Interest – Florida Lobbyist Services

Introduction

Okaloosa County (“County”) is seeking responses from highly qualified candidates/firms who have successfully provided lobbying services in the State of Florida for local government jurisdictions. Pursuant to the County’s Purchasing Manual, lobbying services are exempt from the County’s competitive procurement requirements.

Instructions

Qualified candidates/firms shall develop and submit responses no later than **April 15, 2022**. Responses shall be emailed to the Purchasing Department, Mr. Jeffrey Hyde, at jhyde@myokaloosa.com. All questions shall be directed to the Purchasing Department. Respondents are prohibited from communicating with any other County employee or official regarding this Letter of Interest. Anyone found to have violated this Cone of Silence shall be disqualified.

Evaluation of Responses

County Administration will evaluate responses received and will make a recommendation to the Board of County Commissioners (“Board”). The County reserves the right to enter into contracts with one or more firms to provide these services. Contracts for services will not be binding until approval by the Board and execution of a contract for Lobbyist Services by the Chairman of the Board.

Term

Any resulting contract(s) will have an effective date of July 1, 2022. The initial term of contract shall be three (3) years with up to two (2) one (1) year renewal options upon mutual agreement and written execution by both parties.

Scope of Work/Desired Qualifications

An experienced and ethical lobbyist is sought to serve as an information provider and consultant to the Board and Administration regarding legislative and related administrative process issues. The Consultant shall serve in a consulting and advisory capacity to the County for all issues proposed or pending before the Florida Senate, Florida House of Representatives, Florida administrative agencies, Legislative Delegations, and County governmental agencies. This will include, but is not limited to, issues in regular sessions, special sessions, subcommittees and committees, and other public meetings as appropriate. The Consultant shall work closely with the County's liaison in the development and ongoing implementation of these programs and shall provide, at a minimum, the following services:

- A. Assist in the development of the County's list of goals, priorities and specific projects prior to each legislative session. Identify which of these goals, priorities and specific projects could be addressed at the State level and assist in developing written material on each request to provide legislative staff.
- B. Provide the County with any new information on emerging risks and situations that may impact the county's operations and programs, and actively seek opportunities to enhance the County's State Legislative program and provide options as to legislative strategy when necessary.
- C. Revise the County's State legislative program as needed, and as requested by the County.
- D. Monitor current State legislation and the State budget process and report to the County, both orally and in writing, any legislative events that may directly or indirectly impact the County.
- E. Provide the County with regular reports and updates on all legislative and budgetary issues that may impact the County.
- F. Advocate the Florida legislature in support of the County's goals, priorities and projects.
- G. At the conclusion of session, prepare a final report, communicating the outcome of the Consultant's efforts to influence legislation, including the final status of the County's priorities and a summary of the impact of major legislative changes to Okaloosa County.
- H. Monitor various State agency actions for potential impact on the County and, in the event that action is needed, advise the County accordingly.

Response requirements

Letter of Interest –This is a letter of the firm's interest and introduction of the response which must be signed by an authorized representative of the submitting party. The letter should also include a statement concerning the firm's experience working with local governments and explain any relationships between entities joining together for response.

Submittals to act, as State Lobbyist, for the County shall be designed to portray how to complete the range of services available through the firm that may best assist the County. Explain how the firm is organized and how its resources will be utilized on the County's behalf. Responses should include a brief summary describing the Respondent's ability to perform the work requested, a

history of the firm's background and experience providing such services, the qualifications of personnel to be assigned to this project, and a brief history of their background and experience. This summary should be brief and concise to apprise the reader of the basic services offered, experience and qualifications of the Respondent and staff. Include, as a minimum:

- A. Staff – Names, resumes, professional credentials, experience, and a list of local, state, and elected officials with which those who will actually perform the services for the County. Identify the individual who will be assigned as the key contact for this contract.
- B. Firm – Include a summary of work and professional experience relative to the Scope of Services, and document some relative experience.
- C. Qualifications – Describe qualifications and experience which you consider to be significant, innovative, or otherwise relevant to the County's consideration of the firm, including activities and positions held in state and national professional organizations.
- D. Specific Accomplishments – Include any specialized experience relative to the specified services within the last three (3) years. The list should include only projects that had significant input from individuals that will be assigned to work on this contract.
- E. Technical Approach - Provide a brief description of the firm's approach in providing the requested services. Describe in detail the specific actions the firm would take to accomplish the objective, including all actions up to enactment of legislation. This shall include the persons the lobbyist would contact, meetings to be attended, and all other actions the lobbyist would take. Identify the process and tools you will use to monitor critical issues and how you communicate and implement a strategy to be aggressive for each and all issues, projects, and request.
- F. Fee Proposal – Provide a monthly retainer fee proposal for all necessary components to fulfill the requirements set forth herein. Address each contract year and out-of-pocket expenses.
- G. Conflicts of interest – Identify any real or potential conflicts of interest including existing clients that may conflict with the firm's obligation to deliver the best possible outcomes for the County and the needs of Okaloosa County.
- H. The firm's local availability and degree of accessibility to Okaloosa County, Florida, and to Tallahassee, Florida.
- I. List of all current Florida Public Entity clients and contract amounts. Include entity's contact person, telephone number, and e-mail address.
- J. Permission to contact represented entities to discuss firm's performance.

Evaluation Criteria

Responses will be evaluated on the basis of the following criteria, in no particular order:

- 1. Technical Approach (40%)
- 2. Qualifications & Experience (30%)
- 3. Fees (15%)
- 4. References (15%)

Of particular interest, the County will evaluate each firm's understanding of Florida legislative session activities; capabilities and approach for how it will effectively advance legislation for Okaloosa County; developed professional relationships with Florida's executive and legislative leadership the Governor's Office, Speaker of the House, President of the Senate and committee chairs; and experience working with state and local governments on a wide range of issues (similar to Okaloosa County's) that have withstood the changes in the legislature.

After evaluating the responses, the County reserves the right to further negotiate the proposed work and/or method and amount of compensation.

Interpretation and Questions—All questions relating to this Request for Letters of Interest must be in writing and delivered electronically through email to the designated Purchasing Representative no later than 4:00 p.m. CT on **March 25, 2022**. All correspondence shall have "**LOBBYIST SERVICES**" in the email subject line. Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the Purchasing Department. Any oral communications will not be authorized and will not be binding on the County. It remains the sole responsibility of the respondent to contact the Purchasing Department prior to submitting a response to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with each proposal.

Interested parties desiring consideration should provide an electronic copy of their letter of interest and supporting documents. All letters of interest must be emailed to the address listed below no later than **3:00 p.m. CT, April 15, 2022** in order to be considered.

Okaloosa County Purchasing Department

Attn: Jeff Hyde, Purchasing Manager

5479A Old Bethel Road

Crestview, FL 32536

jhyde@myokaloosa.com

and

cc: dmason@myokaloosa.com

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 08/01/2018

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such 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.
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. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance on all Workers Compensation Certificates 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 Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor 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 Contractor 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 Contractor 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. Contractor 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 Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. If the contractor does not own vehicles, the contractor 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. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

3. 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
4. Contractor 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. Contractor 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. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence

5. Professional Liability (E&O)

\$1,000,000M each claim

NOTICE OF CLAIMS OR LITIGATION

The Contractor 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 Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor 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, Contractor 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 Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage 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 Board of County Commissioners, 302 N. Wilson St., Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10) days' 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 contractor 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 contractor 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 and the satisfactory character of the Insurer.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
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 Contractor 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 contractor 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 Contractor of any responsibility under this contract.

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

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

UMBRELLA INSURANCE

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

REQUEST FOR LETTER OF INTEREST

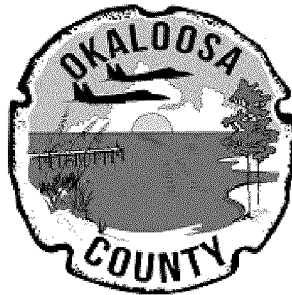
FLORIDA LOBBYIST SERVICES



CARDENAS PARTNERS



PREPARED FOR OKALOOSA COUNTY



APRIL 15, 2022

CONTACT: SARAH BUSK SUSKEY
EMAIL: SBS@CARDENASPARTNERS.COM

204 SOUTH MONROE STREET • TALLAHASSEE, FL 32301 • 850.222.8900
WWW.CARDENASPARTNERS.COM



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LETTER OF INTEREST

April 15, 2022

The Honorable Mel Ponder
Chairman
Okaloosa County Board of County Commissioners
1250 N. Eglin Parkway
Shalimar, FL 32579

Dear Chairman Ponder:

On behalf of the entire team at The Advocacy Group at Cardenas Partners, it has been an honor to serve the Commission and the people of Okaloosa County for the past twelve years. It is our hope that our relationship is one in which the County has found value and we look forward to the prospect of continuing our representation in the years to come. To that end, we are enclosing a comprehensive response to the County's Request for Letter of Interest.

We have a great deal of experience working with local government entities to design and implement strategies while taking into account evolving political, policy and personnel undercurrents. Through our experience working on behalf of local governments, we have found that goals evolve as circumstances change. Therefore, we believe that a disciplined system of communication is the key to success, not only on a case-by-case basis, but for the long term.

As part of our approach to representing local government entities we have made a conscious decision to limit our representation of multiple municipal entities. To that end, we currently represent a balanced number of clients that are geographically spread across the state to ensure that our efforts on behalf of one municipal entity will not cannibalize our representation of another local government client. It is not our firm's approach to represent as many local government entities as possible, rather, we strive to provide ethical, effective and unfettered representation to all of our clients without fear of conflicts brought about by multiple municipal entities in a given region of the state.

Over the course of our engagement as the County's representatives in Tallahassee, we have had the opportunity to work on a wide variety of issues on behalf of the citizens of Okaloosa County, including economic development, public safety, transportation funding, environmental issues and healthcare. Additionally, we have assisted in securing over \$20 million in state funding for the County.

Our legislative representation of Okaloosa County has been a top priority for our entire firm since our relationship began in late 2009. Over that time our team has immersed itself in gaining intricate and detailed knowledge of the County's priorities, challenges and initiatives. Through constant



communication, one-on-one meetings with Commissioners, legislative presentations and workshops our team truly looks at ourselves as an adjunct staff to the County. We take particular pride in the working relationship this has helped establish with the County and over the course of our engagement, we feel that we have become proficiently adept at assisting the County on an increasing array of issues.

Over the past twelve legislative sessions, CP has tracked over a thousand individual pieces of legislation on behalf of the County. By doing this and staying in contact with the County's talented senior staff including John Hofstad, Sheila Fitzgerald, Craig Coffey, Jason Autrey, Jeff Litrell, Mark Wise and Roland Sims, to name a few, through regular conference calls and multiple visits throughout the year, our team is extremely familiar with the fabric and expectations of County. We have developed a trust and rhythm working with the Board and the County's staff to analyze options and develop and further a comprehensive strategy that has increased the reach, both politically and legislatively, with decisions makers all across state government on issues of importance to Okaloosa County.

I can say without equivocation that our entire firm is dedicated to the County's success and personally, it has been a joy to watch the County grow and thrive under you and your colleagues' leadership. We would consider it a great privilege to continue our service going forward.

Sincerely,

Sarah B. Suskey
Partner



A. STAFF

At Cardenas Partners (CP), our team is purpose-built to ensure we have the ability to reach every level of Florida government. With all clients, we designate a lead contact, through whom all information, ideas and decisions flow, creating a chain of command and chain of communication to ensure nothing falls through the cracks. We feel that this method has served the County's interests well and we propose continuing with a similar model in the future. Through our experience working behalf of local governments across the state, including Okaloosa County, we have found that there are many circumstances at play that effect priorities, sometimes on a day-to-day basis, whether they be local situations that arise, or state level events that impact the County. Therefore, communication is paramount to ensuring that our efforts are successful.

We believe it is important for a Partner of the firm to oversee this work, therefore, Sarah Suskey will continue to lead the team in representation of the County. Mrs. Suskey will serve as the lead liaison and primary contact with the County and will be available to staff and Commissioners at all times throughout the course of the year. However, you can be assured that all resources of CP will be utilized to meet your priorities. Our firm truly takes a team approach to managing workload among the personnel on our staff, constantly analyzing and assessing the task at hand and assigning the member of the firm with the greatest strength in each respective area to see each matter through. Our team meets weekly to make such assessments and we are committed to ensuring that the priorities of Okaloosa County are carried out to the best of our abilities as a team and in the timeliest manner possible.

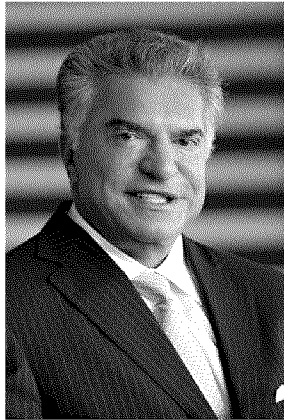
At any point throughout our representation of the County, any member of our firm may be made available to engage policy makers or staff on issues relevant to Okaloosa County. Our firm would not limit the County's access to any particular firm personnel but rather would make available all resources needed to successfully complete the effort at hand. Our firm's professional make-up is strategic in nature, with each member of our advocacy practice bringing a different set of skills and abilities to bear for our clients. Our ability to successfully and professionally engage every facet of state government in a bipartisan manner is both intentional and purposeful for the betterment of all we are fortunate to represent.

Our firm prides itself on the strong relationships we have with Governor Ron DeSantis and his executive office senior management. We have strong personal relationships with each of the Cabinet members – the majority of whom we knew personally well before they reached statewide office, as well as all executive agency heads and their senior management teams.

In addition, we maintain solid relationships with incoming Senate President Kathleen Passidomo and incoming Speaker of the House Paul Renner, as well as their chosen successors for the 2024-2026 biennium. Our firm is also built to ensure we can advocate on your behalf with every member of the legislature, regardless of where they live, or which political party they serve. Your lobbyist's role should not be to lobby your delegation, but rather to coordinate with them and reach legislators outside your geographic area. In order for the County to be successful, your lobbyist must be influential with legislators and appointed officials from around the state. And our firm is.



We anticipate there will be changes in agency leadership as well as legislative leadership and committee chairs ahead of the next Session, due to the upcoming election and natural movement among staff, however, we have enumerated a selection of specific relationships each member of our team brings to bear on behalf of the County below their resume, as well as a detailed inventory of legislative relationships that will be brought to bear on behalf of the County. The list is not exhaustive. Many members of our firm have relationships with a variety of legislators and agency officials. As stated previously, our firm truly takes a team approach to our representation of the County and at any point throughout the year, any member of our firm may engage with decision makers in the state in furtherance of the County's priorities.



Al Cardenas

Senior Partner, The Advocacy Group at Cardenas Partners

200 South Biscayne Boulevard, Suite 4100

Miami, FL 33131

305.577.7000

al.cardenas@squirepb.com

Al is a nationally recognized leader in law, business, and politics. He has served as an adviser to U.S. Presidents, as counsel of record in several precedent-setting and published court decisions, and as a commentator and writer on issues of national importance. He is a frequent contributor on NBC, CNN, FOX, MSNBC, Telemundo, and Univision, and is an opinion writer for a number of national publications.

He is recognized in The Best Lawyers in America and has been named one of the country's top lobbyists by The Hill. Al is rated AV by Martindale-Hubbell and was named one of "The Most Influential Leaders in the Latino Community Today" by a number of leading national publications. As a senior partner in the firm, he chairs the Latin America and Florida Public Policy Practice Groups and is Deputy Practice Leader of the Public Policy Group.

Al is the Vice-Chairman of No-Labels, as a member of the International Republican Institute (IRI) International Advisory Board and formerly as Chairman of the American Conservative Union (ACU). He previously served two terms as Chairman of the Republican Party of Florida and three consecutive terms as its Vice-Chairman.

Ronald Reagan chose Al for his transition team, leading the effort to organized and restructure the Department of Commerce. President Reagan also appointed him to chair the President's Commission on Small and Minority Business Affairs and later as Special Ambassador to St. Kitts-Nevis upon that nation's independence. Presidents Reagan and George H. W. Bush appointed Al to the Board of Directors of the Federal National Mortgage Association. He also served on the President's Trade Policy Commission.

Governor Jeb Bush appointed Al as a member of the Board of Trustees of Florida Agriculture and Mechanical University (FAMU). He is a former Trustee of Miami Dade College and was named to its "Hall of Fame."

Specific relationships: Miami-Dade County Delegation



Slater Bayliss

Partner, The Advocacy Group at Cardenas Partners

204 South Monroe Street

Tallahassee, Florida 32301

850.222.8900 Tallahassee Office

swb@cardenaspartners.com

A veteran of Florida politics, Slater has earned a reputation as a thoughtful strategist as well as a persistent and effective advocate. He is a co-founding member of The Advocacy Group and has worked in politics and public policy for over two decades.

Previously, Slater served in Governor Jeb Bush's administration where his portfolio focused on business recruitment and economic development. Additionally, he served as personal assistant to Governor Bush and as deputy policy director on Bush's 1998 gubernatorial race. Following his time in the Governor's office, he coordinated the only citizen's initiative campaign in Florida history to successfully repeal a provision from the state constitution.

Slater earned a Bachelor's Degree in Political Science and Communications from the University of Iowa. He later earned a Master's Degree in Applied American Policy and Politics from Florida State University where he collaborated on a pair of data driven books that analyzed Florida elections.

Slater was appointed by two Governors to the Board of Directors of the Florida Sports Foundation, serving as the Chair of the Florida Sports Charitable Foundation. Additionally, he has served as Chair of the Board of Directors for Tree House of Tallahassee, an emergency shelter where children who are victims of domestic abuse are given shelter and comfort. For over a decade, he served on the board of Maverick PAC, an organization that promotes next generation leaders in public service. He has raised funds for the U.S. Central Command Memorial Fund and the Florida Hurricane Disaster Relief Fund.

Slater was appointed by U.S. Senator Marco Rubio to his Military Service Academy Nominating Commission. Most recently he was appointed by Governor Ron DeSantis to The Florida Prepaid College Board.

He and his wife, Sara, met as undergraduates and now reside in Tallahassee. They are the proud parents of 3 children.

Specific relationships: Governor Ron DeSantis and Senior Staff, Department of Children and Families, Enterprise Florida, Department of Economic Opportunity, Department of Emergency Management, Corrections



Chris Chaney
Partner, The Advocacy Group at Cardenas Partners
204 South Monroe Street
Tallahassee, FL 32301
850.222.8900 Tallahassee Office
cc@cardenaspartners.com

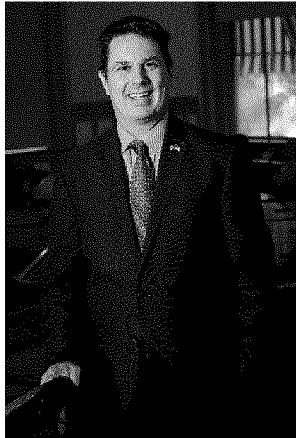
Chris is a well-respected veteran in state government, with a specialty in health care policy. He served as Legislative Affairs Director at Florida's Agency for Health Care Administration (AHCA), the chief lobbyist on all policy and appropriations issues before the legislature, including the licensure and regulation of all health care facilities in Florida, as well as operation of Florida's Medicaid program. Chris was responsible for providing support services to Agency divisions relative to drafting legislation, assisting in the development of the Agency legislative package, coordinating briefings, providing assistance to legislators and staff, and promoting the Agency's agenda throughout the legislative process. During his time as Director, he worked to ensure passage of several major reform initiatives, including the revolutionary Statewide Medicaid Managed Care Program.

Chris was tapped to serve as the acting Chief of Staff at AHCA during his tenure.

Prior to his time at AHCA, Chris was a member of then Governor-Elect Rick Scott's Health and Human Services Transition Team. Mr. Chaney was responsible for identifying talent for executive level service at the Agency for Health Care Administration, the Department of Health, the Department of Elder Affairs, and the Agency for Persons with Disabilities.

Leading up to the Transition, Chris was a member of the political department of Rick Scott's Campaign for Governor. He focused on targeted voter turnout strategy and Election Day operations.

Specific relationships for the County: Agency for Health Care Administration, Department of Health, Department of Children and Families, Health Appropriations and Policy Leadership



Steve Schale

The Advocacy Group at Cardenas Partners
204 South Monroe Street
Tallahassee, FL 32301
850.222.8900 Tallahassee Office
sps@cardenaspartners.com

Steve has spent twenty-five years working in and around the Florida Legislature. He was the Communications Director for the House Democratic Caucus, served as a longtime aide to former House Democratic Leader Doug Wiles (D-St. Augustine). From 2005-2008, Steve ran the Florida Democratic Party's House Democratic Caucus, during which Florida Democrats picked off a record nine Republican seats in the state house. Today he provides strategic advice to a number of clients, including companies like Walt Disney World, AT&T, and Waymo.

In addition, in 2008, Steve directed the Obama/Biden campaign in Florida, returning in 2012 as a Senior Advisor to the re-election. In 2014, he led Gwen Graham's Congressional effort, and served as an advisor to her 2018 Governor's race. Most recently, Steve has served as the CEO of Unite the Country, a pro-Joe Biden SuperPAC which formed in October 2019 to support the candidacy of, and now the Presidency of Joe Biden.

Widely quoted in national media as a top expert on Florida, the Tampa Bay Times has called him "one of the savviest and most effective political strategists Florida Democrats have seen in ages." He's been named one of Florida's "100 Movers and Shakers" by Florida International Magazine, one of the most influential Democrats in Florida by Campaigns and Elections Magazine, as well as most influential Democratic strategist in Florida by the Tampa Bay Times. Steve has been named one of the top 100 political influencers by Florida Politics Magazine in every edition of their list.

Steve is a graduate of The University of the South in Sewanee, TN, with degrees in History and Political Science and received his Masters in Communications from Florida State University.

Outside of politics, Steve serves on the board of the Epilepsy Foundation of Florida, Awesome Tallahassee, and the American Council of Young Political Leaders, with whom he has traveled on political exchange programs in Southeast Asia and Sub-Saharan Africa, and through which he mentors several rising political leaders in developing democracies. Steve is also a member of Leadership Florida, Cornerstone Class 31.

Steve and his wife Nikole live in Tallahassee with their two dogs, Lilly and Shadow, and a horse named Zeke.

Specific relationships: House and Senate Democratic Leadership



Stephen W. Shiver, Jr.
Partner, The Advocacy Group at Cardenas Partners
204 South Monroe Street
Tallahassee, Florida 32301
850.222.8900 Tallahassee Office
ss@cardenaspartners.com

Stephen Shiver has served directly and indirectly for numerous past and current members of the Florida Legislature, including many that are in leadership positions today.

Stephen served former Republican Majority Leader and Senate President Pro-Tempore in the Florida House, where he assisted the Majority Leader and staff in communication and implementation of the majority party's agenda for the 2001 legislative session. In addition, he served as a floor assistant to other members during the 2001 legislative session.

Stephen served former Speaker of the House Tom Feeney in the Florida House of Representatives as a legislative assistant and as Chief Executive Assistant. In this capacity, he coordinated legislative briefings and meetings among industry lobbyists and staff as well as serving as a liaison for members of the House and Senate to the Speaker and was a legislative advisor to the Speaker on issues before the Legislature.

He served as Executive Director of Political Affairs for the Republican Party of Florida during the 2004 election cycle. Stephen oversaw the political apparatus of the state party through the historically successful election cycle of 2004 in which President George W. Bush garnered close to 4 million votes statewide, former Housing and Urban Development Secretary Mel Martinez was elected to the United States Senate, every Florida GOP congressman and state senator up for re-election was re-elected, and a net gain of three seats was secured in the state house.

He also served as Executive Director of Victory 2004 working closely with officials of the Republican National Committee and the Bush-Cheney 2004 campaign in implementing one of the largest volunteer campaign programs in the history of Florida politics.

Stephen received a bachelor's degree in Business and English from Florida State University.

Specific relationships: Department of Transportation, Department of Education, Supreme Court, Juvenile Justice



Sarah Busk Suskey
Partner, The Advocacy Group at Cardenas Partners
204 South Monroe Street
Tallahassee, Florida 32301
850.222.8900 Tallahassee Office
sbs@cardenaspartners.com

Sarah Suskey is a Partner at The Advocacy Group at Cardenas Partners with over 15 years of experience working in Florida politics. She has extensive experience working with local governments, as well as multiple statewide associations and businesses large and small to formulate and execute an executive and legislative plan. Additionally, she provides clients with strategic political advice designed to maximize resources and build relationships.

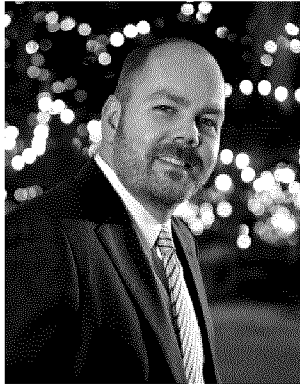
Prior to joining the firm, Sarah served as a Special Events Representative on the 2007 Florida Inaugural Committee, where she coordinated the swearing in ceremony. In this role, Sarah worked with the Department of Military Affairs, members of the Florida Cabinet, the Florida State Supreme Court and other elected officials and agencies to successfully inaugurate Florida's 44th Governor.

Sarah also served as Deputy Finance Director for Senate President Tom Lee's statewide campaign for Florida's Chief Financial Officer. In this role, she was responsible for all day-to-day operations of the campaign's statewide headquarters, coordinating fundraising activities and major donor relations, oversight of all financial reporting to the Florida Department of State as well as serving as a liaison between the Republican Party of Florida and the campaign.

Sarah began her political career as an Aide to the Chairman of the Republican Party of Florida (RPOF). In this capacity, she served as a liaison between national and state leaders as well as staff members to RPOF. After serving in this capacity for the 2004 election cycle, she became the Donor Relations Coordinator for RPOF, where she was responsible for the coordination of fundraising event logistics as well as fundraising accounting.

In 2018, Sarah served as a consultant to Governor DeSantis' Inaugural Committee, as she did in 2011 for Governor Scott. She holds a Bachelor's Degree in Political Science from Florida State University, has completed RNC Campaign Finance College, was an Alternate Delegate to the 2004 Republican National Convention and serves on the Board of Directors of Emergency Care Help Organization of Tallahassee and the Downtown Business Association of Tallahassee.

Specific Relationships: Okaloosa County Delegation, Governor's Office, Environmental Protection, FL Digital Service, Fish and Wildlife Conservation, Business & Prof. Regulation



Jeff Woodburn
The Advocacy Group at Cardenas Partners
204 South Monroe Street
Tallahassee, Florida 32301
850.222.8900 Tallahassee Office
jw@cardenaspartners.com

Jeff Woodburn joins the Advocacy Group at Cardenas Partners after nearly ten years of experience at the highest levels of state government. Prior to becoming a Cardenas Partner, Jeff served as the policy director for Governor Ron DeSantis' successful governor campaign, where he was responsible for developing the campaign policy platform and served on the campaign's senior leadership team.

Jeff also served as special counsel and policy advisor to Florida's Chief Financial Officer Jimmy Patronis. Prior to that, he was the executive director for the 2017-18 Florida Constitution Revision Commission, where he was responsible for the day to day operations, legal review, and administration for the most successful Constitution Revision Commission in Florida's history resulting in seven amendments to Florida's constitution passing in the 2018 general election.

In addition, Jeff served in various high-level roles for Governor Rick Scott, including as the Governor's policy director and deputy chief of staff. He was responsible for developing the Governor's policy objectives, briefing the Governor Scott on all legislation, managing the various business and insurance coalitions during legislative sessions, and served as co-director of the Office of Policy and Budget. He also oversaw various state agencies including the Departments of Business and Professional Regulation, Corrections, Juvenile Justice, Lottery, Revenue, the State Board of Administration, the Offices of Insurance Regulation and Financial Regulation, the Division of Bond Finance, the Florida Retirement System, Citizens Insurance, VISIT FLORIDA, and the Florida Housing Finance Corporation.

Jeff also served as Deputy Secretary of Business Regulation for the Department of Business and Professional Regulation where he oversaw Florida's regulation of alcohol, tobacco, gaming, hotels, restaurants, condominiums, and timeshares and as deputy policy director for Governor Scott. Prior to his extensive executive branch experience, Jeff served as an attorney for the Florida House of Representatives and as a legal intern for the Florida Senate.

Jeff received his bachelor's degree from the University of Florida and his law degree from Florida Coastal School of Law.

Specific relationships: Governor's Office of Policy and Budget, Attorney General Ashley Moody and Senior Staff, Chief Financial Officer Jimmy Patronis and Senior Staff



The following is a list of Florida's current State Legislators, paired with the firm member who will serve as key contact on behalf of the County.

Florida Senate Relationships	
Name	CP Contact
Senator Ben Albritton	Sarah Suskey
Senator Lorraine Ausley	Steve Schale
Senator Dennis Baxley	Sarah Suskey
Senator Aaron Bean	Slater Bayliss
Senator Lori Berman	Steve Schale
Senator Lauren Book	Sarah Suskey
Senator Jim Boyd	Stephen Shiver
Senator Randolph Bracy	Steve Schale
Senator Jennifer Bradley	Sarah Suskey
Senator Jeff Brandes	Sarah Suskey
Senator Jason Brodeur	Slater Bayliss
Senator Doug Broxson	Sarah Suskey
Senator Danny Burgess	Slater Bayliss
Senator Janet Cruz	Steve Schale
Senator Manny Diaz	Stephen Shiver
Senator Gary Farmer, Jr.	Steve Schale
Senator George Gainer	Sarah Suskey
Senator Ileana Garcia	Sarah Suskey
Senator Audrey Gibson	Steve Schale
Senator Joe Gruters	Slater Bayliss
Senator Gayle Harrell	Stephen Shiver
Senator Ed Hooper	Sarah Suskey
Senator Travis Hutson	Slater Bayliss
Senator Shevrin "Shev" Jones	Sarah Suskey
Senator Debbie Mayfield	Stephen Shiver
Senator Rosalind Osgood	Steve Schale
Senator Kathleen Passidomo	Stephen Shiver
Senator Keith Perry	Sarah Suskey
Senator Jason Pizzo	Sarah Suskey
Senator Tina Polsky	Steve Schale
Senator Bobby Powell	Steve Schale
Senator Ray Rodrigues (R)	Stephen Shiver
Senator Ana Maria Rodriguez (A)	Slater Bayliss
Senator Darryl Ervin Rouson	Steve Schale
Senator Wilton Simpson	Stephen Shiver
Senator Kelli Stargel	Stephen Shiver



Florida Senate Relationships	
Name	CP Contact
Senator Linda Stewart	Steve Schale
Senator Annette Taddeo	Steve Schale
Senator Victor M. Torres, Jr.	Sarah Suskey
Senator Tom A. Wright	Slater Bayliss

Florida House Of Representatives Relationships	
Name	CP Contact
Representative Ramon Alexander	Steve Schale
Representative Vance Arthur Aloupis, Jr.	Stephen Shiver
Representative Thad Altman	Sarah Suskey
Representative Alex Andrade	Steve Schale
Representative Kristen Aston Arrington	Steve Schale
Representative Bryan Avila	Slater Bayliss
Representative Webster Barnaby	Slater Bayliss
Representative Robin Bartleman	Steve Schale
Representative Melony M. Bell	Sarah Suskey
Representative Mike Beltran	Slater Bayliss
Representative Christopher Benjamin	Steve Schale
Representative David Borrero	Slater Bayliss
Representative Adam Botana	Sarah Suskey
Representative Chuck' Brannan III	Stephen Shiver
Representative Kamia L. Brown	Sarah Suskey
Representative James Buchanan	Sarah Suskey
Representative Colleen Burton	Stephen Shiver
Representative Demi Busatta Cabrera	Slater Bayliss
Representative James Bush III	Steve Schale
Representative Cord Byrd	Stephen Shiver
Representative Daryl Campbell	Steve Schale
Representative Mike Caruso	Stephen Shiver
Representative Joe Casello	Steve Schale
Representative Kevin Chambliss	Steve Schale
Representative Linda Chaney	Sarah Suskey
Representative Chuck Clemons	Slater Bayliss
Representative Dan Daley	Sarah Suskey
Representative Tracie Davis	Sarah Suskey
Representative Ben Diamond	Sarah Suskey
Representative Nick DiCeglie	Sarah Suskey
Representative Brad Drake	Sarah Suskey



Florida House Of Representatives Relationships	
Name	CP Contact
Representative Fentrice Driskell	Steve Schale
Representative Wyman Duggan	Slater Bayliss
Representative Nicholas X. Duran	Steve Schale
Representative Jervonte 'Tae' Edmonds	Steve Schale
Representative Anna V. Eskamani	Steve Schale
Representative Tom Fabricio	Slater Bayliss
Representative Juan Fernandez-Barquin	Slater Bayliss
Representative Elizabeth Fetterhoff	Stephen Shiver
Representative Randy Fine	Slater Bayliss
Representative Jason Fischer	Slater Bayliss
Representative Sam Garrison	Slater Bayliss
Representative Joe Geller	Steve Schale
Representative Mike Giallombardo	Slater Bayliss
Representative Joy Goff-Marcil	Steve Schale
Representative Mike Gottlieb	Steve Schale
Representative Erin Grall	Sarah Suskey
Representative Michael Grant	Sarah Suskey
Representative Tommy Gregory	Stephen Shiver
Representative Michael Grieco	Steve Schale
Representative Brett Thomas Hage	Sarah Suskey
Representative Joe Harding	Stephen Shiver
Representative Dianne "Ms Dee" Hart	Steve Schale
Representative Fred Hawkins	Slater Bayliss
Representative Yvonne Hayes Hinson	Steve Schale
Representative Christine Hunschofsky	Steve Schale
Representative Blaise Ingolia	Slater Bayliss
Representative Evan Jenne	Sarah Suskey
Representative Dotie Joseph	Steve Schale
Representative Sam Killebrew	Sarah Suskey
Representative Traci Koster	Stephen Shiver
Representative Chip LaMarca	Slater Bayliss
Representative Chris Latvala	Sarah Suskey
Representative Andrew Learned	Sarah Suskey
Representative Tom Leek	Stephen Shiver
Representative Randy Maggard	Stephen Shiver
Representative Patt Maney	Sarah Suskey
Representative Amber Mariano	Stephen Shiver
Representative Ralph Massullo, Jr.	Sarah Suskey



Florida House Of Representatives Relationships	
Name	CP Contact
Representative Stan McClain	Stephen Shiver
Representative Lawrence McClure	Stephen Shiver
Representative Travaris L. 'Tray' McCurdy	Steve Schale
Representative Fiona McFarland	Sarah Suskey
Representative Lauren Melo	Stephen Shiver
Representative Jim Mooney, Jr.	Sarah Suskey
Representative Daisy Morales	Steve Schale
Representative Angela 'Angie' Nixon	Steve Schale
Representative Anika Tene Omphroy	Steve Schale
Representative Toby Overdorf	Slater Bayliss
Representative Bobby Payne	Stephen Shiver
Representative Daniel Perez	Slater Bayliss
Representative Jenna Persons-Mulicka	Sarah Suskey
Representative Scott Plakon	Slater Bayliss
Representative Rene Plasencia	Stephen Shiver
Representative Michele K. Rayner	Steve Schale
Representative Paul Renner	Stephen Shiver
Representative Alex Rizo	Sarah Suskey
Representative Spencer Roach	Sarah Suskey
Representative Felicia Simone Robinson	Steve Schale
Representative Will Robinson	Sarah Suskey
Representative Anthony Rodriguez	Slater Bayliss
Representative Bob Rommel	Stephen Shiver
Representative Rick Roth	Stephen Shiver
Representative Anthony Sabatini	Sarah Suskey
Representative Michelle Salzman	Steve Schale
Representative Jason Shoaf	Sarah Suskey
Representative David Silvers	Sarah Suskey
Representative Tyler I. Sirois	Sarah Suskey
Representative Kelly Skidmore	Steve Schale
Representative Emily Slosberg-King	Steve Schale
Representative Carlos Guillermo Smith	Steve Schale
Representative David Smith	Stephen Shiver
Representative John Snyder	Slater Bayliss
Representative Chris Sprowls	Stephen Shiver
Representative Cyndi Stevenson	Sarah Suskey
Representative Allison Tant	Steve Schale
Representative Geraldine Thompson	Steve Schale



Florida House Of Representatives Relationships	
Name	CP Contact
Representative Jackie Toledo	Sarah Suskey
Representative Josie Tomkow	Sarah Suskey
Representative Dana Trubulsy	Sarah Suskey
Representative Keith L. Truenow	Slater Bayliss
Representative Jay Trumbull	Sarah Suskey
Representative Kaylee Tuck	Stephen Shiver
Representative Susan L. Valdes	Steve Schale
Representative Matt Willhite	Steve Schale
Representative Patricia H. Williams	Steve Schale
Representative Jayer Williamson	Sarah Suskey
Representative Marie Paule Woodson	Steve Schale
Representative Clay Yarborough	Sarah Suskey
Representative Ardian Zika	Slater Bayliss



B. FIRM

The Advocacy Group at Cardenas Partners (CP) is a bipartisan team purposefully built as a turnkey, state level advocacy apparatus for a broad range of clients. These clients range from some of the most recognizable brands in the world, to local governments and non-profits.

Our approach to doing business is founded on the principles of integrity, professionalism and pragmatism. It is from this foundation that we offer our public and private sector clients a range of services in the legislative, executive and regulatory arenas, including development and implementation of an advocacy agenda, building strategic partnerships and business development consulting services intended to strengthen our client's position in the market. The three principles we founded our firm on color every measure of our dealings, both inside and outside the Capitol. The combination of our understanding of the issues, strong relationships, expertise and character are what distinguishes our advocacy practice in Florida.

A cornerstone of our firm is a networking ability through the broad business, political and government contacts that we have individually and collectively built over time. These relationships have been established through political campaign activities, fundraising efforts, public policy development and advocacy projects over multiple decades. Our team is composed of individuals who come from diverse backgrounds and perspectives, but we function as a collaborative team. With our firm, you don't just get one of us, but instead, will be able to draw on the experience, expertise, and relationships of the entire firm.

Our firm was founded in 2003 at the law firm of Tew Cardenas LLP and was reincorporated as standalone entity in 2009. Al Cardenas is our founding partner, with partners Stephen Shiver and Slater Bayliss joining the firm in 2004. The firm consists of additional partners Chris Chaney and Sarah Suskey, as well as associates Steve Schale and Jeff Woodburn. Combined, we bring roughly 160 years of experience in Tallahassee for our clients.

Our team engages on behalf of a diverse group of clients such as corporations like IBM, Marriott, Duke Energy and JetBlue. Additionally, we work with associations such as TechNet and Associated Industries of Florida and we work with local government entities such Port of Tampa Bay, Okaloosa County, and the City of Ocala. Each client has distinct policy needs and we specialize in addressing these issues with the wide range of experience of our team.

We understand that when you chose an advocate, you are adding a partner to your organization. It is important to us that we undertake your cause as if it were our own. We bring to the table skilled experience in government that comes from working both inside government and on the political side.

We are not the biggest firm in Florida, but we believe the depth and diversity of our client list has no rival. We are a firm built with purpose: to put our clients in the best possible position to succeed at the state level. We believe we are successful because we bring our collective experience and relationships to the table for each client.



As a firm, we are highly selective about which of these types of public sector clients we pursue. Many members of our team have worked on projects in Okaloosa County, all of us have deep relationships in the area – and all of us enjoy visiting the community. We believe the County is not only a true Florida jewel, but is becoming one of our state’s most unique and vibrant economies. It would be an honor to continue to be a part of the success story that you are building.

CP has a proven track record of assisting clients in navigating Florida’s complex legislative and executive arena including unparalleled experience in policy and appropriations.

We combine the art of identifying opportunities and challenges for our clients and communicating their impacts in a clear and concise manner, incorporating political and policy components and often capitalizing on long term political relationships. Our grasp of ever-changing political undercurrents, the political and policy components of issues and our strong relationships are what separates our advocacy practice from our peers. Our team is well positioned to assist in the development and execution of your Florida focused government relations and policy strategy. Additionally, we can assist you in crafting a winning message and opening the right doors at the right time to help you build strong political relationships.

And at the risk of being repetitive, we are genuinely excited about the opportunity to earn the privilege of serving the BOCC and the good people of Okaloosa County yet again. We believe this is a seminal moment for Okaloosa County, and we think we are positioned to continue to help the County meet its long-term goals.

Our record of success on behalf of our clients is unmatched, and we believe our approach allows us to ensure we both understand our clients’ needs and formulate the best strategy for your success. CP provides the following services and more to our clients – and specifically on your behalf:

- Representing Okaloosa County and your priorities before elected, appointed and career state officials.
- Assisting the County in developing goals, and then helping to develop and implement a plan to achieve them.
- Identifying challenges and opportunities that stand to impact the County at both the legislative and executive levels.
- Monitoring and advising on legislation and appropriations that could impact Okaloosa County, including issues impacting Home Rule, as well as other local government issues.
- Representing the County before legislative and executive bodies and in meetings with elected or appointed individuals and their respective staff.
- Assisting the County in the state appropriations process and identifying key opportunities.
- Assisting the County in navigating various requirements from executive branch agencies including, but not limited to grants, reimbursements, and tax credits.
- Coordinating any Tallahassee and state-wide based needs including meetings with key officials and stakeholders such as the Governor, legislative leaders, and state agency heads.
- Reporting on Legislative actions and the firm’s efforts at the conclusion of each Session.



Our decades of experience, including representation of targeted local governments, can be utilized to assist Okaloosa County in meeting its lobbying needs.

CP represents Okaloosa County, the City of Ocala, Port Tampa Bay, and the Miami-Dade Clerk of Court. Each of our local government clients has very distinct needs based on their region and in the case of the Port and the Clerk, their specific governmental purpose. Our firm represents a limited number of local government clients, however, that representation has spanned over a decade in the case of Okaloosa County, the City of Ocala, and the Miami-Dade Clerk of Court and nearly that long with Port Tampa Bay. We feel that the fact that each has extended and renewed our contracts for this length of time is indicative of the trust and confidence that each client has in our firm. We have a deep level of understanding of the needs of local governments and yet, we are not spread so thin as to have to make choices between their priorities when going to decision-makers to advocate on their behalf. To reiterate this work:

- Okaloosa County: CP has represented Okaloosa County in Tallahassee since 2010, providing representation before both the legislative and executive branches of Florida government. CP takes particular pride in the working relationship we have established with the County and over the course of our engagement, we feel that we have become adept at assisting the County on an increasing array of issues. Over the course of our relationship, CP has worked with the Legislature and the Governor's Office to secure over \$20 million in state appropriations for the County, including consistent funding for the County's Mental Health Diversion program as well as numerous Water Quality and Transportation projects. In addition to the appropriations successes, CP assists the County with advice and strategy related to the annual legislative priorities, facilitates Okaloosa County Day during the Legislative season and organizes other legislative visits throughout the year. Additionally, our firm has been an active participant with the Okaloosa County Delegation, attending hearings with County officials, assisting in the communications with the Delegation staff and the County and helping craft legislative priorities and messages that are presented to the delegation. We also engage in advocacy before the Governor's Office and multiple state agencies.

Ultimately, over the course of our representation for the County our role and level of engagement has matured and our firm has been called on to work on a broad array of issues. Recently, CP successfully advocated for the County to be included in the Governor's emergency order related to Hurricane Sally, in order to be properly positioned to receive FEMA funding and assisted with expediting wetland permitting processes under the Florida Department of Environmental Protection. In years past, CP has been successful in adding Okaloosa County to the Forensic Hospital Diversion Program, staved off multiple attempts to dissolve the Mid-Bay Bridge Authority, assisted in securing a grant through the Florida DEO's Defense Reinvestment Grant Program and worked with legislators and the Department of Transportation to address traffic congestion on Hwy 85 in Crestview. The latter currently has multiple projects in the Work Program, including a bypass around the City of Crestview, which incorporates a new interchange at I-10 and Antioch Road.



- City of Ocala: CP has been fortunate to represent the City of Ocala, a community focused on economic development and job growth, since 2009. Over the course of CP's work for the City of Ocala, the firm has consistently served as an envoy to state officials on the City's economic development initiatives, including working alongside Enterprise Florida and the state Department of Economic Opportunity on a myriad of economic development projects. Additionally, CP has worked to fight multiple attempts to move Municipal Owned Utilities underneath the oversight of the Public Service Commission, established productive dialogues with senior officials within the Department of Transportation and worked to secure funding assistance for the City of Ocala Multimodal Trail and Linear Park – Florida Northern Railroad Relocation and Railway Improvement Project. This is in addition to the appropriations successes, which includes most recently securing funding for an extension to SW 44th Avenue, which will relieve traffic on I-75 and provide an alternate evacuation route in case of an emergency.
- Port Tampa Bay: Since 2013, we have represented Port Tampa Bay leadership to advance multiple positive policy initiatives, secure appropriations, including \$12 million in funding for new gantry cranes to be used at the Port. In addition, while not appropriations specific, our firm took a lead role with Port Tampa Bay to protect the local governance of ports in a key fight to usurp the home rule authority of local counties and cities in the governance of ports. We worked specifically that ports could maintain their own governance of port traffic and port development. We've also worked with the Port to maintain local control over issues such as fuel reserves, as well as helped the Port build a strategy to maximize our potential to receive federal infrastructure dollars that will come to the state for ports.
- Miami-Dade Clerk of Court: Since 2003, CP has provided the Miami-Dade Clerk of Court with advocacy services before the legislative and executive branches of Florida government. Our work on behalf of the Clerk over the past nearly two decades has covered a wide variety of issues, most recently including changes to the way the Clerks are funded in the state budgeting process. Historically, as elected constitutional officers, Florida's Clerks of Court have not been a part of the state budgeting process; however, as a result of the downturn in the economy, in 2009, in their quest to maximize the state's ability to leverage its assets, the Legislature brought the Clerks back into the state budget. This change resulted in chronic financial shortfalls for Clerks statewide. Later, CP was a participant in the negotiated compromise that brought the Clerks of Court back out of the state budgeting process, giving them the flexibility needed to avoid future financial shortfalls. Most recently, CP assisted in passing legislation requiring the Florida Clerks of Court Operations Corporation to develop a formula to estimate the total cost associate with clerk support for circuit and county judges statewide.



C. QUALIFICATIONS

Local Okaloosa County Engagement

For the past twelve years, our firm has had the privilege of representing Okaloosa County in Tallahassee. Over that period of time, we have witnessed a variety of circumstances and have a unique understanding of the County's history and background. We have deep ties with your legislative delegation and believe we have built relationships built on trust and confidence that go both ways with the BOCC and your staff.

We know the DNA of Okaloosa County and should the County choose to continue our relationship, there will be no transition time or learning curve to manage. Our understanding of the dynamics of the community and your county government structure is second to none and we are deeply personally invested in the County's success.

Limited Public Sector Clients

We have chosen to be strategic in the number of public sector clients we take on, in order to ensure we are able to provide the focus needed to ensure our public sector clients are successful in achieving their goals.

Our firm represents a strategic list of local government entities from around the state:

North Florida – Okaloosa County

Central Florida – City of Ocala

Southwest Florida – Port Tampa Bay

Southeast Florida – Miami-Dade Clerk of Court

The reality is a significant portion of public sector lobbying is working the appropriations process, and we believe by being strategic and limited in how we work the legislative budget process, we can provide a laser focus on your priorities with key appropriators. The driving factor in our response to the RLI is because we are committed to your success, excited about what you are building, and we want to continue to be a part of it.

Political Networking/Campaign Participation

We understand that to help our clients succeed, we need to have relationships with policymakers across the political spectrum. For this reason, our firm builds relationships by traveling the state to meet candidates, engage in their elections, and participate in fundraising activities for both Republicans and Democrats. In an era of term limits, and particularly in a redistricting year when the entire Legislature, the Governor and the Cabinet will be up for election, our focus on keeping these relationships fresh is vital to our ability to help our clients succeed. For example, Steve Schale from our firm was one of the original volunteer advisors for Michelle Salzman's campaign for the State House.

Transportation Focus

Our firm has a tremendous amount of transportation industry experience and expertise. With several private and public sector clients in this arena, we have carved out a niche of contacts and



relationships across the entire transportation sector in Florida, which has allowed us to secure funding for vital infrastructure projects. Additionally, we serve as the lead transportation lobbyist for Associated Industries of Florida. Partner Stephen Shiver serves as the Director of their Transportation Council and is heavily involved in the planning and direction of the annual transportation summit, *Building Florida's Future*.

Our firm also represents the Asphalt Contractors Association of Florida (ACAF). Our work with this organization has seen us successfully advocate for the protection of the Transportation Trust Fund, as well as additional funding for transportation projects around the state. Most recently, we assisted ACAF and other transportation advocates in securing additional federal funds for infrastructure, road construction and resurfacing through the state Department of Transportation.

Economic Development Expertise

On behalf of both our public and private sector clients, we have worked on a number of economic development efforts. We were engaged in the initial development of the Florida New Markets Development Program, which has brought millions of dollars in investments to businesses in underserved urban areas of the state, many of which have been in the panhandle.

We have outstanding relationships within Enterprise Florida and have experience successfully navigating Florida's Job Growth Grant Fund. One such example is our work with LaunchCode, a 501(c)(3) nonprofit whose mission is to build a skilled workforce by creating pathways for driven people seeking careers in technology. We designed and executed an advocacy campaign resulting in LaunchCode receiving a \$500,000 grant from the Florida Department of Economic Opportunity.

There is a tremendous opportunity for economic development funding, and we will leverage our experience to pursue funding and to bring awareness to Okaloosa County's economic development efforts, opportunities and needs.

Environmental Expertise

For more than a decade, members of our firm have been heavily involved in environmental issues on behalf of public entities and private businesses. Most recently, our firm was intricately involved in negotiations relating to mandatory notifications of pollution and corporate responsibilities in times of environmental emergencies on behalf of several of our current corporate clients. Our firm has been a leading partner with the state Department of Environmental Protection as well as the Florida Fish and Wildlife Conservation Commission on water quality and safety issues through client work within the state's Land Acquisition Trust Fund. We have also been successful in helping secure millions of dollars in appropriations for our local government clients for water quality and septic tank abatement projects. Additionally, on behalf of our client Blue Green Water, we assisted in securing \$15 million to fund innovative technologies to combat harmful algal blooms and for several years have secured funding to remove sand and grit from wastewater treatment facilities.



D. SPECIFIC ACCOMPLISHMENTS

Local Government Appropriations Accomplishments

CP has assisted both private and public sector clients successfully engage in the state appropriations process for over sixteen years. We currently represent a diverse range of clients in the public sector with various appropriations goals including:

- Okaloosa County: We have represented Okaloosa County in Tallahassee since 2010, providing strategic advice and advocacy services in all areas of state government to include Economic Development, Transportation Infrastructure, Health and Human Services, Home Rule, Environmental Policy and Public Safety. We also have a record of achieving appropriations successes on behalf of the County, securing over \$20 million in state funding for the County. Over the past three years, those appropriations include:
 - Niceville Area Multi-Purpose Pathway \$1,500,000
 - Okaloosa – CR 2 Road Safety and Bridge Upgrades \$3,000,000
 - Okaloosa County US 98 Bridge-to-Bridge Multi-Use Path \$1,500,000
 - US 90 Intersection Improvements at Jericho Road \$1,000,000
 - Cinco Bayou-Glenwood Park Water Quality Improvement \$300,000
 - Okaloosa County Overbrook Area Flooding \$750,000
 - Okaloosa Florosa Potable Water Elevated Storage Tank \$1,500,000
 - Okaloosa Walton Mental Health Pilot \$950,000 (3 yr total)
 - Okaloosa County Agriculture Center \$854,100
 - City of Crestview Streetscape Renovation \$1,000,000
 - Okaloosa County Live Oak Church Road Bridge \$1,500,000
- City of Ocala: We've provided a full range of lobbying services to the City since 2009, assisting Ocala's elected officials and staff with policy advocacy in the areas of Home Rule, Transportation, Child Welfare, Energy and Utilities, Economic Development, Taxation and Water Policy. Specific appropriations we have secured on behalf of the City over the past three years include:
 - Silver Springs Stormwater Nutrient Reduction \$600,000
 - Ocala SW 44th Avenue Extension \$9,000,000 (2 yr total)
 - Ocala Exfiltration \$1,500,000 (2 yr total)
 - Ocala Lower Floridan Conversion Phase IV \$3,046,775 (2 yr total)
- Port Tampa Bay: Since 2013, we have represented Port Tampa Bay leadership to advance multiple positive policy initiatives, and secure appropriations critical to the Port's growth. These include:
 - Securing \$7.65 million in funding for Berth 218, a new 475 foot public berth for cement, aggregate and other bulk construction cargo.



- Securing state funding, outside of the FDOT budget, for new gantry cranes to be used at the Port to support their efforts to become one of the leading container ports in the United States.
- Taking a lead role with Port Tampa Bay to protect the local governance of ports in a key fight to usurp the Home Rule authority of local counties and cities in governance of ports. Because this change would impact many communities, we worked to strengthen the coalition of communities impacted.
- Helping build a bipartisan regional coalition to support the Port's efforts to maximize drawing down federal infrastructure funding that will flow through the state.
- Engaging to help stop changes to state retirement that would have limited the option to offer a defined benefit plan to potential new hires.
- Working to protect the Port's governing responsibility over strategic fuel reserves, and energy infrastructure projects.

Policy Accomplishments

Our team's policy understanding rivals any firm in Florida, with over 160 years of combined experience navigating the legislative and executive branches of the state to assist clients in achieving their policy goals. Virtually every member of our team has significant experience on the public service side of policymaking. Because of this experience, it is exceptionally rare that an issue comes through our office that at least one of us hasn't worked on in the past. We believe this collaborative approach and institutional knowledge is one of the characteristics that sets our firm apart.

For this reason, we are honored to represent a broad selection of clients, ranging Fortune 500 corporations, to educational organizations such as the Independent Colleges and Universities of Florida (ICUF) and Keiser University, to local government entities and not-for-profit entities such as No Kid Hungry and the Environmental Defense Fund. Each client has distinct policy needs, and for this reason, we work collaboratively as a team at the firm to ensure that the right people are helping the right clients on the right issues. And while we always create a direct point of contact for the ease of clients, with your team, you don't just get one or two teammates, you get our entire firm family.

We engage on behalf of these clients with elected officials, appointed secretaries, governmental bodies and their staff, as well as other interested public and private sector interests when appropriate. This includes official meetings, addressing and presenting to legislative committees and executive boards and advocating to staff. We believe consistent education and communication with decision makers is key to achieving our clients' goals.

It is our firm's mission to treat all clients the equally, and that every organization deserves the same high-quality service that Fortune 500 companies receive. We intentionally limit whom we represent, both to reduce conflicts, and to ensure our clients receive our full attention.



We are uniquely positioned to provide counsel on a few of the non-traditional county issues. For example, our firm has the capacity to help the County navigate cost-share issues in Medicaid. As a former senior staffer at the Agency for Health Care Administration, our partner Chris Chaney is one of the top experts in Florida on Medicaid funding. In terms of environmental issues, partner Slater Bayliss played a key role this year with our Environmental Defense Fund client on the development of a number of new policies to help cities and counties deal with resiliency issues. This gives us unique insight into the \$370 million Resilient Florida Grant Program, which we feel is a funding source that the County should consider pursuing. And on FRS issues, we understand through our near decade-long work with Port Tampa Bay just how important it is to ensure local government entities have options in how they offer retirement options for their employees.

Additionally, Jeff Woodburn is a licensed attorney in the state of Florida with over ten years of legal, policy, and government relations experience. Prior to joining CP, Jeff served as the Policy Director for Governor DeSantis's successful campaign where Jeff was responsible for developing the campaign platform, briefing the Governor on policy issues, and served as member of the senior campaign staff. Prior to his campaign experience, Jeff served the state of Florida for over ten years at the highest levels of state government, including:

- Special Counsel/Policy Advisor- Chief Financial Officer Jimmy Patronis
- Executive Director- Florida Constitution Revision Commission (CRC)
- Policy Director/Deputy Chief of Staff- Governor Rick Scott (EOG)
- Deputy Secretary- Florida Department of Business & Professional Regulation (DBPR)
- Deputy Policy Director- Governor Rick Scott (EOG)
- Staff Attorney- Florida House of Representatives
- Legal Intern/Analyst- Florida Senate

Jeff has unparalleled policy expertise and advised the current Governor, Lt. Governor, Past Governor (current U.S. Senator), Current CFO, and current Florida House Speaker on a wide range of policy issues including education. Jeff has also worked in both chambers of the Legislature and the Executive Office of the Governor and is expert on Florida's constitution including Home Rule and educational issues. Jeff also served as the co-head of the Governor's Office of Policy and Budget (OPB) where he was responsible for briefing the Governor on all legislation.



E. TECHNICAL APPROACH

Our team is built on a strong foundation of core political and legislative process skills that allow us to identify opportunities for our clients and successfully navigate Florida's political climate. Collectively, we pride ourselves on our reputation for ethical conduct and the personal and professional relationships and trust we have built with elected, appointed and staff level decision-makers at the highest levels of Florida government, as well as our ability to strategically and tactically analyze the evolving landscape in this diverse state.

As the County's current lobbyists of record, we feel that our team is uniquely positioned to continue to provide effective representation in Tallahassee in a seamless and comprehensive manner. Specifically, over the course of our engagement, alongside the talented professional staff of the County, we have constantly shifted and re-worked the County's advocacy approach to accommodate various political undercurrents in a seamless manner in an effort to successfully meet the County's ever-evolving legislative goals. We believe our experience and nuanced understanding of the County's priorities and approach to government relations distinguishes us among other respondents to serve the County going forward. Specifically, the collective record of success we have achieved alongside the County proves that our firm is well positioned to provide a continued and focused approach to your state government consulting needs.

Our firm is well positioned to carry out the priority tasks identified in the RLI. Specifically:

Tracking and Reporting

This is an essential component to any successful government affairs plan. Leading up to and throughout the Legislative Session, CP constantly evaluates bills and amendments that are filed in order to determine what proposed language might stand to impact our clients. We suggest scheduling a bi-weekly call to discuss all legislation that has the potential to impact the County, and to ensure we are on top of every issue that matters to the County, increasing the frequency of these calls to weekly as we approach the beginning of the Session. Our team member, Jeff Woodburn, is an attorney with years of experience in legislative tracking, drafting and analysis, including extensive experience with legislation impacting local government. In addition, we ramp up the size of our team during committee meetings and session to allow us to real-time track every potential proposal or amendment that could impact our clients.

Strategy

We pride ourselves on our ability to see "around the corner" on issues that are important to our clients while identifying challenges and opportunities that many others would not see. We have a great deal of experience working with our local government clients to design and implement strategies while considering evolving political, policy and personnel undercurrents. While understanding your long-term goals is important to us advising you on your legislative and executive priorities, through our experience, we have found that goals evolve as circumstances change. Therefore, we believe that a disciplined system of communication is the key to success.



Advocacy

Advocacy is our specialty. Our clients rely on our expertise every day to be their eyes and ears in Tallahassee and to achieve results by delivering the right message to the right people at the right time. We are our clients' ambassadors to Florida government and we understand that our conduct and actions are a direct reflection on them. Therefore, our reputation and ethics are of the utmost importance to us. From a macro perspective, given Florida's evolving political landscape and our understanding of the County's areas of focus we believe there is an opportunity to capitalize on the confluence of good public policy and good politics in order to work toward the realization of the County's goals.

Relationship Building

In our approach to and experience representing clients, it is imperative that our clients have access to policymakers across the political spectrum. For this reason, our firm builds relationships by traveling the state to meet candidates and participate in fundraising activities for both Republicans and Democrats, alike. Our approach is to aggressively use each summer and fall to build and maintain the necessary political rapport with state policymakers – and during election season, you will see our teams out raising money and rolling up their sleeves to knock on doors for candidates. We will leverage the relationships and goodwill built through these activities in order to advance the County's agenda and build champions for your work around the state. Having a firm with the focus and capacity to accomplish this is an invaluable part of an advocacy offering.

How We Work With Clients

Our firm does not propose a prepackaged game-plan to assist clients. Rather, experience has taught us that our representation needs to be specifically customized, so our goal would be to design a plan in collaboration with the County. This plan includes strategic and tactical components and revolves around the pillars of identifying and creating legislative opportunities, assessing challenges, and increasing the County's access to and standing with policymakers. This would include:

- Identifying and discussing Florida issues and opportunities that have the potential to impact the County's work.
- Outlining a plan to promote awareness of the County's work to decision makers in Florida. This plan will be designed to anticipate and react to the changing dynamics in Florida politics.
- Gaining an understanding of the County's existing relationships with Florida's state legislative leadership, concerned organizations, community groups, other elected officials, and staff. This understanding will allow us to design a plan to maintain and develop existing relationships and develop new relationships in a purposeful manner.
- Developing a political relationship building strategy for the support of the County's priorities. This strategy will be based on the inventory of relationships developed in the strategic planning process.
- Developing a stakeholder engagement strategy for the support of the County's priorities. This



strategy will be based on the inventory of relationships developed in the strategic planning process and focus on concerned organizations, community groups, other elected officials and staff, and other lobbyists.

- Aggressively pursuing the County's policy and appropriations goals through engagement with key stakeholders, including legislative leadership, appropriations and policy committee chairs and the Governor's office.
- Establishing reporting and legislative issue monitoring system designed to keep the County apprised of state level regulatory issues, legislation, committee actions and other pertinent activities.
- Providing Florida specific policy and political guidance to the County on state policies that materially impact your work.

The above list is not exhaustive. We will modify and/or expand its activities as the County's needs and priorities dictate. While any advocacy effort should have a blueprint for success, it is critical that the County's plan be fluid and retain the flexibility needed to react to the changing and tumultuous political and legislative processes.

Related to the RLI's request to detail specific actions, for example, CP has extensive experience in securing funding and legislative appropriations for a wide range of projects including infrastructure, highways, environmental, and FEMA related funding. A process example is as follows:

Step 1: Identify what objective is to be achieved. This is important as a full understanding of the issue dictates the process to be followed.

Step 2: Identify the source of funding (Executive and/or Legislative). There are various sources of funding available to accomplish goals. For infrastructure funding beyond the traditional five-year work plan, there are various grant programs available at DEO, as well as potential DOT funding, and specific legislative appropriations. For environmental issues, there may be grants through multiple agencies including DEP and DACS. For FEMA funding, many times the funding route is through DEM, an agency under the purview of the Governor, or a Federal agency. Similar to infrastructure funding, there is always the option of going to the legislature directly.

Step 3: Identify the appropriate strategy. Once the funding source is known, the next step is creating the strategy to secure the funding or appropriation. For example, if we collectively felt there was an opportunity for the County to secure infrastructure funding through the Florida Jobs Growth Fund, we would work with the County on their application, set up meetings between key executive level staff and the County, work with the local delegation to apply external political pressure, and stay with the process from start to finish. For others, there might be a more involved process, potentially including rulemaking or the state's procurement processes. We would work with the County to ascertain the most appropriate funding source and from there, determine the best strategy to pursue the funds.



Step 4: Implement the strategy. Once the goal has been identified and methods for achieving it have been outlined, we would work with decision-makers to ensure that the County's request is in the proper posture and advocate for allocation of the funds. This can include ensuring that all appropriate applications are done in a timely and complete manner to qualify for a grant. For a legislative appropriation, this includes following all legislative process requirements and garnering support for the appropriation through the process, including working with the Okaloosa County delegation, legislative leadership, appropriations committee chairs and with the Governor and executive staff at the end of the process.

Step 5: Follow Through on the strategy, with an eye toward ensuring that no "i" is left undotted, no "t" is left uncrossed, and no stone is left unturned.



F. FEE PROPOSAL

Over the past twelve years we feel that our firm has become, in our small way, an integral part of the workings of the County and despite an increase in workload we have undertaken and value our firm has provided to the County, our retainer remained the same for the past four years. We feel that this proposal process is a good opportunity to evaluate ways we can enhance our services to the County, as well as review compensation commensurate with the value our firm provides to the County. That being said, we would not want money to be a factor in whether our firm is selected. Therefore, we would propose that our fee for advocacy services remain the same throughout the term of the new agreement, rounding down to \$55,000 per year, or \$13,750 per quarter, with any expenses to be agreed upon in advance. However, from our perspective, this price proposal would certainly be negotiable based upon scope of services.

G. CONFLICT OF INTEREST

CP would have no conflicts of interest with regard to serving as a Lobbyist for the County. As previously stated, we have elected to represent a targeted number of local government clients from geographic areas around the state in order to reduce conflicts between local government priorities.

H. LOCAL AVAILABILITY

Our team is based in Tallahassee, a short drive from Okaloosa County, which is an easy and quick trip we can make on short notice. In addition, members of our team are engaged in working on community projects in Okaloosa County, so it is quite common for us to have a team member in the community. Our extensive experience working in the Panhandle gives us a deep understanding of the diversity of both your community and the issues the County faces.

We believe being in Tallahassee positions us best to serve the County, as it is the seat of state government. That being said, we are always happy to travel to visit with you in person at a moment's notice.

It is important for the government relations firm you choose to be accessible and have good relations with your local delegation. Members of our team have excellent relationships with Senator Broxson, having worked closely with him on a wide variety of issues since he was first elected to the Legislature in 2010. We also have worked extensively with Senator Gainer since his election in 2016. Additionally, we worked a great deal with Representative Maney during his time in office and are confident we have a relationship of mutual respect.

One of the chief reasons Okaloosa County should choose a firm is to help with relationships outside of the region, including the powerful Miami-Dade Delegation. Our approach is simple: we aggressively use each summer and fall to build and maintain the necessary political rapport with state policymakers. Having a firm with the focus and capacity to accomplish this is an invaluable part of an advocacy offering. You have wonderful elected advocates for Okaloosa in the region – our job is to help find new champions for the work you are doing.



I. CURRENT PUBLIC ENTITY CLIENTS

Okaloosa County

Contact: Mel Ponder, Chair, Board of County Commissioners
Email: mponder@myokaloosa.com
Phone: 850.651.7105
Contract Amount: \$55,481.52 per year

City of Ocala

Contact: Bill Kauffman, Assistant City Manager
Email: wkauffman@ocalafl.org
Phone: 352.629.8365
Contract Amount: \$55,000.00 per year

Miami-Dade Clerk of Court

Contact: Harvey Ruvin, Clerk of Court
Email: clerk@miami-dadeclerk.com
Phone: 305.275.1155
Contract Amount: \$45,000.00 per year

Port Tampa Bay

Contact: Paul Anderson, President and CEO
Email: panderson@tampaport.com
Phone: 813.905.7676
Contract Amount: \$50,000.00 per year

Additional Non-Governmental References:

Associated Industries of Florida

Contact: Brewster Bevis, President and CEO
Email: bbevis@aif.com
Phone: 850.445.2363

Advantage Capital

Contact: Tony Toups, Principal
Email: ttoups@advantagecap.com
Phone: 504.495.6412

Community Health Systems

Contact: Doug Skrzyniarz, Vice President, Government Relations
Email: douglas_skrzyniarz@chs.net
Phone: 586.873.5926



JetBlue

Contact: Joshua Dover, Manager, Government Affairs
Email: joshua.dover@jetblue.com
Phone: 347.436.5769

Marriott

Contact: Travis Cutler, Director, State Government Affairs
Email: travis.cutler@marriott.com
Phone: 703.424.6240

No Kid Hungry

Contact: Sky Beard, Florida Director
Email: sbeard@strength.org
Phone: 321.223.7695

J. PERMISSION TO CONTACT

We are proud of our accomplishments on behalf of all of our clients, including the local government entities we are fortunate to represent. Our engagement with the Miami-Dade Clerk of Court, the City of Ocala and Okaloosa County has been continuous for over a decade, and we have represented Port Tampa Bay since 2013. We gladly give permission and would encourage the County to reach out to all of the contacts listed above.



INSURANCE REQUIREMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/07/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McKee Insurance Agency LLC 3512 MacLay Blvd Tallahassee FL 32312		CONTACT NAME: Amanda Lewis PHONE (A/C No. Ext): (850) 224-6055 FAX (A/C No): (850) 513-0646 E-MAIL: amanda@mckeeagency.com ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Bearley Insurance Company, Inc	37540
		INSURER B: Depositors Insurance Company	42587
		INSURER C: Allied Property and Casualty Ins	42579
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES		CERTIFICATE NUMBER: Cert ID 15254		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		ACBPED5904991157	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS, NON-OWNED AUTOS ONLY		ACBPED5994991157	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION: \$		ACPCAP5904991157	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	ACPMCP5914869495	02/07/2022	02/07/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability		W11C36201001	07/15/2021	07/15/2022	Each Claim \$ 2,000,000
			W11C36201001	07/15/2021	07/15/2022	Aggregate \$ 2,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) General Liability additional insured per the terms and conditions of attached endorsement PB 00 06 (01-01)						

CERTIFICATE HOLDER	CANCELLATION
Okaloosa County 1250 N. Eglin Parkway, Suite 1 Shalimar FL 32579	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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Attachment "B"
Insurance Requirements



GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 01/2/2019

CONTRACTORS INSURANCE

1. The Contractor 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. Insuring company is required to have 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. Where applicable the County shall be shown as an Additional Insured with a waiver of Subrogation on the Certificate of Insurance on all Workers Compensation Clauses.
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 prior written notice to the Contractor.
6. The County reserves the right at any time to require the Contractor 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 Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor 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 Contractor 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 Contractor 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. Contractor 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 Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. Okaloosa County Board of County Commissioners shall be listed as an Additional Insured by policy endorsement on all policies applicable to this agreement except Worker's Compensation. A waiver of subrogation is required on all policies

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor 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. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
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. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

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	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence

NOTICE OF CLAIMS OR LITIGATION

The Contractor 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 Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

Contractor 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 Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

CERTIFICATE OF INSURANCE



1. Certificates of insurance indicating the job site and evidencing all required coverage 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 Board of County Commissioners, 302 N. Wilson St., Crestview, Florida, 32536.
2. The contractor 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 contractor 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 contractor 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 Contractor'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 Contractor 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 contractor 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 Contractor of any responsibility under this contract.

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

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

EXCESS/UMBRELLA INSURANCE

The Contractor 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 "C"
Civil Rights Clauses



Attachment “C”

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).



Attachment "D"
Scrutinized Contractors Certificate



VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate The Advocacy Group at Cardinal Partners, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE:

7.12.22

COMPANY:

The Advocacy Group
at Cardinal Partners

ADDRESS:

204 S. Monroe St
Tallahassee, FL
32301

PHONE NO.:

850.222.8900

SIGNATURE:

Slater W. Paylies

NAME:

Slater W. Paylies
(Typed or Printed)

TITLE:

Partner

E-MAIL:

SWP@cardinalpartners.com



Attachment "E"
Federal Grant Clauses



Federal Grant Clauses

This Attachment is hereby incorporated by reference into the main *Contract*.

FEDERAL PROVISION RELATED TO GRANT FUNDS THAT MAY BE USED TO FUND THE SERVICES AND GOODS UNDER THIS *CONTRACT*¹

This *contract* is or may become fully or partially Federally Grant funded. To the extent applicable, in accordance with Federal law, respondents shall comply with the clauses as enumerated below. *Contractor* shall adhere to all grant conditions as set forth in the requirements of grant which have been provided to *Contractor*, along with any and all other applicable Federal Laws. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

- a. 2 CFR. 25.110
- b. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- c. Executive Orders 12549 and 12689
- d. 41 CFR s. 60-1(a) and (d)
- e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

These cited regulations are hereby incorporated and made part of this *Solicitation* as if fully set forth herein. As stated above, this list is not all inclusive, any other requirement of law applicable in accordance with the Federal, State or grant requirements are also applicable and hereby incorporated into this *Contract*. The provisions in this exhibit are supplemental and in addition to all other provisions within the *Contract*. In the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of the remainder of the *Contract*, the conflicting terms and conditions of this Exhibit shall prevail. However, in the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this *Contract* the conflicting terms and conditions of that document shall prevail.

Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182): Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D). Requirement: to the extent applicable, *contractor* must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

Conflict of Interest (2 CFR § 200.112): Applicability: Any federal grant funded Contract or Contract that may receive federal grant funds. Requirement: The *contractor* must disclose in

¹ Note as of February 2022, the “Simplified Acquisition threshold” is currently set at \$250,000.00; the “Micro-purchase threshold” is currently set at \$10,000.00 – these amounts are subject to change. It is the responsibility of the [proposer/consultant/contractor] to ensure it is aware of the correct thresholds at the time of a procurement submittal and contract.



writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. In accordance with the Okaloosa County Purchasing Manual section 41.05(8), a conflict of interest exists when and of the following occur: i. Because of other activities, relationships, or contracts, a *contractor* is unable, or potentially unable, to render impartial assistance or advice; ii. A *contractor's* objectivity in performing the contract work is or might be otherwise impaired; or iii. The *contractor* has an unfair competitive advantage.

Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733): Applicability: All Contracts using federal grants funds, or which may use federal grant funds. Requirement: *contractor* acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the *Contractor's* actions pertaining to this *contract*. The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321): Applicability: All federally grant funded Contracts or Contracts which may use federal grant funds. Requirement: The *contractor* must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime *contractor* will require compliance by all sub-contractors. Prior to contract award, the *contractor* shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375): Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3. Requirement: During the performance of this Contract, the *contractor* agrees as follows: (1) The *Contractor* will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The *Contractor* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The *Contractor* will, in all solicitations or advertisements for employees placed by or on behalf of the *Contractor*, state



that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The *Contractor* will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the *Contractor's* commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The *Contractor* will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The *Contractor* will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the *Contractors* noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) *Contractor* will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The *Contractor* will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a *Contractor* becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the *Contractor* may request the United States to enter into such litigation to protect the interests of the United States.

Additional notice and requirement for federally assisted contracts or subcontracts in excess of \$10,000.00:

Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5): Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *contract*, the *contractor* agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). *contractor* are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.



Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3):

Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *contract*, *contractor* shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this *contract*. *Contractor* are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5):

Applicability: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers. Requirement: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387, as amended): Applicability: Contracts and subgrants of amounts in excess of \$150,000.00. Requirement: *contractor* agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension (2 CFR part 180, Executive Orders 12549 and 12689):

Applicability: All contracts with federal grant funding or possibility of federal grant funds being used. Requirement: *contractor* certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. *contractor* now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds \$25,000 as a “covered transaction” under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The *contractor* agrees to accomplish this verification by: (1) Checking the System for Award Management at website: <http://www.sam.gov>; (2) Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, herein; (3) Inserting a clause or condition in the covered transaction with the lower tier contract.



Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Applicability: Applicable to any individual/entity that applies or bids/procures an award in excess of \$100,000. Requirement: *contractor* must file the required certification, attached to the procurement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401): Applicability: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 additional Standard patent rights clauses in accordance with 37 CFR § 401.14 shall apply. Requirement: Please contact the County for further information related to the applicable standard patent rights clauses.

Procurement of Recovered Materials (2 CRF 200.323 and 40 CFR Part 247): Applicability: All contractors of Okaloosa County when federal funds may be or are being used under the Contract. Requirement: *contractor* must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Access to Records and Reports: Applicability: All Contracts that received or may receive federal grant funding. Requirement: *contractor* will make available to the County’s granting agency, the granting agency’s Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court’s Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County’s grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor’s personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

Record Retention (2 CFR § 200.33): Applicability: All Contracts that received or may receive federal grant funding. Requirement: *contractor* will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.



Federal Changes: *Contractor* shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of [*the contract*].

Termination for Default (Breach or Cause): Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

Termination for Convenience: Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: *The Contract* may be terminated by Okaloosa County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the *Contractor* shall be paid only for that work satisfactorily performed for which costs can be substantiated.

Safeguarding Personal Identifiable Information (2 CFR § 200.82): Applicability: All Contracts receiving, or which may receive federal grant funding. Requirement: *contractor* will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200): Applicability: All Contracts receiving or which may receive federal grant funding. Requirement: The County will not award contracts containing Federal funding on a cost-plus percentage of cost basis.

Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H)): Applicability: For any contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Requirement: *contractor* shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

Trafficking Victims Protection Act (2 CFR Part 175): Applicability: All federally grant funded contracts or contracts which may become federally grant funded. Requirement: *Contractor* will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits *Contractor* from (1) engaging in severe forms of trafficking in persons during the period of time that *this Contract* is in effect; (2) procuring



a commercial sex act during the period of time that *this Contract* is in effect; or (3) using forced labor in the performance of the contracted services under *this contract*. *This Contract* may be unilaterally terminated immediately by County for *Contractor's* violating this provision, without penalty.

Domestic Preference For Procurements (2 CFR § 200.322): Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in *this Contract*, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101, Executive Order 14005): Applicability: Applies to purchases of iron, steel, manufactured products and construction materials permanently incorporated into infrastructure projects, where federal grant funding agency requires it or if the grant funds which may come from any federal agency, but most commonly: the U.S. Environmental Protection Agency (EPA), the U.S. Federal Transit Administration (FTA), the US Federal Highway Administration (FHWA), the U.S. Federal Railroad Administration (FRA), Amtrack and the U.S. Federal Aviation Administration (FAA). Requirement: All iron, steel, manufactured products and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with Okaloosa County for further details. Proposers shall be required to submit a completed Buy America Certificate with this procurement, an incomplete certificate may deem the proposers submittal non-responsive.

Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216): Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: *Contractor* and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.



Enhanced Whistleblower Protections (41 U.S.C. § 4712): Applicability: National Defense Authorization Act of 2013 extending whistleblower protections to *Contractor* employees may apply to the Federal grant award dollars involved with *this Contract*. Requirement: See 42 U.S. Code § 4712 for further requirements. Requirement: An employee of *Contractor* and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: In accordance with FFATA, the *Contractor* shall, upon request, provide Okaloosa County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

Federal Awardee Performance and Integrity Information System (FAPIIS)(The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *Contractor* shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

Never Contract With The Enemy (2 CFR Part 183): Applicability: only to grant and cooperative agreements in excess of \$50,000 performed outside of the United States, Including U.S. territories and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. Requirement: *contractor* must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

Federal Agency Seals, Logos and Flags: Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *contractor* shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.



No Obligation by Federal Government: Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from *the contract*].

The Partner on behalf of The Advocacy Group at Cardenas Partners the contractor is authorized to sign below and confirm the contractor is fully able to comply with these requirements, federal terms and conditions and has made inquiries and further examination of the law and requirements as is necessary to comply.

DATE: 7.12.22

SIGNATURE

COMPANY: The Advocacy Group at Cardenas Partners

NAME:

ADDRESS: 204 S. Monroe St.
Tallahassee, FL
32301

TITLE:

E-MAIL: Sub@CardenasPartners.com

PHONE NO.: 850.222.8900



Buy America Certificates

If steel, iron, or manufactured products (as defined in 49 CFR §§ 661.3 and 661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR § 661.13(b) of this part.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

DATE: 7.12.22
SIGNATURE: [Signature]
COMPANY: The Advocacy Group at Cardenas Partners
NAME: Slater W. Bayliss
TITLE: Partner

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

DATE: _____
SIGNATURE: _____
COMPANY: _____
NAME: _____
TITLE: _____