

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/27/2016

Contract/Lease Control #: C16-2452-BCC

Bid #: RFQ 43-16 BCC

Contract/Lease Type: CONTRACT

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

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 09/22/2016

Expiration Date: 09/22/2019 W/2 1 YR RENEWALS

Description of Contract/Lease: STATE LOBBYIST SERVICES

Department: BCC

Department Monitor: OWEN

Monitor's Telephone #: 850-

Monitor's FAX # or E-mail: ROWEN@CO.OKALOOSA.FL.US

Closed: _____

Cc: Finance Department Contracts & Grants Office

**CONTRACT
RFQ 43-16 STATE LOBBYIST**

This Contract executed and entered into this 20th day of September, 2016, between Okaloosa County, Florida, (hereinafter the "County"), whose principal address 1250 N. Eglin Parkway, Shalimar, FL 32579, and The Advocacy Group at Cardenas Partners, LLC, whose principal address is 215 Monroe Street, Suite 602, Tallahassee, Florida, 32301, (hereinafter the "Lobbyist"), and states as follows:

WITNESSETH:

I. Incorporation of Documents

The following documents are incorporated by reference into this Contract and are attached as Exhibit "A":

1. Request for Qualifications/Contractor's Submittal, **RFQ BCC 43-16, State Lobbyist Services**, date of opening May 18, 2016 and any addendums thereto.

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties.

II. Scope of Services & Payment

The Scope of this Contract is for the Lobbyist to provide State lobbyist services for Okaloosa County, as further detailed in the attached Exhibit "A," which is incorporated herein by reference. Lobbyist shall be paid in accordance with the pricing outlined in its submission, attached here to as Exhibit "A" and incorporated herein by reference.

The County shall pay the Lobbyist the following amounts:

- A. The fee for the first year will be \$41,952.00 annually, payable quarterly upon receipt of invoices during the term of this agreement. The breakdown of payments will be four payments of \$10,488.00 to the lobbyist.
The fee for the second year will be \$48,244.80 annually, payable quarterly upon receipt of invoices during the term of this agreement. The breakdown of payments will be four payments of \$12,061.20 to the lobbyist.
The fee for the third year will be \$55,481.52 annually, payable quarterly upon receipt of invoices during the term of this agreement. The breakdown of payments will be four payments of \$13,870.38 to the lobbyist.
- B. Lobbyist may be reimbursed for travel in accordance with the provisions governing the travel of public officers and employees contained in Section 112.061, Florida Statutes.

1
State Lobbyist Contract

**CERTIFIED A TRUE
AND CORRECT COPY**

JD PEACOCK II
CLERK CIRCUIT COURT

BY J. Mary S. Casar
DEPUTY CLERK

DATE Sept 26, 2016



III. Duration of Contract and Termination

The initial term of this 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.

Either party may terminate this contract with or without cause by providing sixty (60) days written notice to the other party. In the event of such termination, contract shall be paid for services rendered through the date of termination.

IV. Notice

All notices required by this Contract shall be in writing to the representatives listed below:

The authorized representative of the County shall be:

John Hofstad
County Administrator
C/O Roland Sims
1250 N. Eglin Parkway,
Shalimar, FL 32579
Phone: 850-651-7515
Email: rosims@co.okaloosa.fl.us

The authorized representative(s) for The Advocacy Group at Cardenas Partners LLC shall be:

Sarah J. Busk
The Advocacy Group at Cardenas Partners LLC
215 South Monroe Street, Suite 602
Tallahassee, FL 32301
Phone: 850-222-8900
Fax: 850-841-7653
Email: SJB@cardenasPartners.com

Courtesy copy to:

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Phone: 850-689-5960
Fax: 850-689-5998
Email: jallen@co.okaloosa.fl.us

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days prior notice of the address change.

V. Public Records

IF THE LOBBYIST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LOBBYIST'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@co.okaloosa.fl.us.

Lobbyist must comply with the public records laws, Florida Statute chapter 119, specifically Lobbyist must:

1. Keep and maintain public records required by the County to perform the service.
2. 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.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the lobbyist does not transfer the records to the County.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the lobbyist or keep and maintain public records required by the County to perform the service. If the lobbyist transfers all public records to the public agency upon completion of the contract, the lobbyist shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the lobbyist keeps and maintains public records upon completion of the contract, the lobbyist 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.

VI. Governing Law & Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Okaloosa.

VII. Assignment

Lobbyist may not assign his interest in this Contract without the express written consent of the County, which will not be unreasonably withheld.

VIII. Entire Contract & Waivers

This Contract and Exhibit "A" as incorporated herein, contains the entire agreement between the parties and supersedes all prior oral or written agreements. Lobbyist acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Contract can only be amended in writing upon mutual agreement of the parties and signed by both parties.

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.

IX. 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.

X. Independent Contractors

Lobbyist enters into this Contract as, and shall continue to be, an independent contractor. All services shall be performed only by Lobbyist and Lobbyist's employees. Under no circumstances shall Lobbyist or any of Lobbyist's employees look to the County as his/her employer, or as partner, agent or principal. Neither Lobbyist, nor any of Lobbyist'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. Lobbyist shall be responsible for providing, at Lobbyist's expense, and in Lobbyist'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 Contract.

XI. Taxes & Assessments

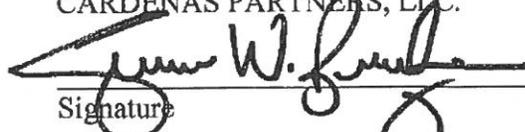
Lobbyist agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County. Lobbyist further agrees that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

XXI. Third Party Beneficiaries

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature.

THE ADVOCACY GROUP AT
CARDENAS PARTNERS, LLC.


Signature

SLATER W. BALLISS
Print Name & Title **PARTNER**

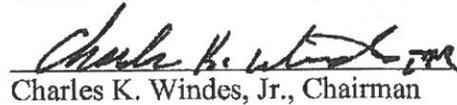
Date: 9 / 12 / 2016

WITNESS FOR LOBBYIST


Signature

Sarah J. Busk
Print Name

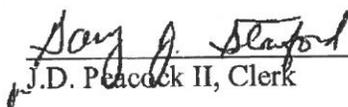
OKALOOSA COUNTY, FLORIDA


Charles K. Windes, Jr., Chairman

Date: 9 / 22 / 16



ATTEST:


J.D. Peacock II, Clerk

