## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:

07/20/2022

Contract/Lease Control #: C22-3209-BCC

Procurement#:

<u>NA</u>

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 #:

<u>850-651-7515</u>

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

Closed:

Cc: BCC RECORDS

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
- 3. <u>Term and Renewal</u>. 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. <u>Compensation</u>. 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:

of price.

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.