

AGREEMENT FOR STATE LEGISLATIVE LOBBYIST SERVICES

THIS AGREEMENT FOR STATE LEGISLATIVE LOBBYIST SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **THE ADVOCACY GROUP AT CARDENAS PARTNERS, LLC**, a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 27-0393975) ("Lobbyist").

WHEREAS, on May 6, 2024, City issued a Request for Proposals for the provision of state legislative lobbyist services, RFP No.: CMO/240646 (the "Solicitation"); and

WHEREAS, five (5) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the proposal submitted by The Advocacy Group at Cardenas Partners, LLC was scored the highest by a City evaluation committee; and

WHEREAS, The Advocacy Group at Cardenas Partners, LLC was chosen as the intended awardee to provide state legislative lobbyist services (the "Services"); and

WHEREAS, Lobbyist certifies that Lobbyist is qualified and possesses the required experience and licensure.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Lobbyist agree as follows:

1. **RECITALS.** City and Lobbyist hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Lobbyist shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

A. **Exhibits to Agreement:** The Exhibits to this Agreement are as follows:

Exhibit A: Scope of Work (A-1 through A-3)

Exhibit B: Lobbyist Proposal (B-1 through B-29)

If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B.

3. **SCOPE OF SERVICES.** Lobbyist shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Lobbyist to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and **Exhibit B – Lobbyist Proposal**. The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** City shall pay Lobbyist an amount no greater than **ONE HUNDRED NINETY-FIVE THOUSAND AND NO/100 DOLLARS (\$195,000)** (the "Contract Sum") over the contract term as full and complete compensation for the timely and satisfactory performance of services in accordance with the pricing and frequency detailed in **Exhibit A – Scope of Work** and **Exhibit B – Lobbyist Proposal**.

- A. **Price Adjustments.** Prices offered shall remain firm for the initial contract term. Requests for price adjustments may be submitted, in writing, **no later than NINETY (90) DAYS** prior to the expiration of the prior term and must include proper CPI justification or other documentation supporting the adjustment. The City will review the submitted request for price adjustment and render a decision, in its sole discretion, as to whether it is in the best interest of the City to adjust the pricing on the awarded goods or services or reject the adjusted pricing and issue a competitive solicitation. In any event, price increases for renewal terms shall be subject to a maximum negotiated increase of **no more than THREE PERCENT (3%)** annually unless there are mitigating market conditions. The City is under no obligation to renew the contract for an additional term or to accept Lobbyist's proposed price increases. Lobbyist must receive written notification from the City confirming that the City has accepted the new prices prior to processing any orders at the new cost. Any orders issued by the City prior to formal approval of a price increase shall not be modified. Any payment of the adjusted price by City does not constitute acceptance of new pricing. Firms that contract with the City are expected to pass along to the City any and all decreases in pricing on products and services or to keep pricing constant when market conditions warrant no such increases.
- B. **Invoice Submission.** All invoices submitted by Lobbyist shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Lobbyist shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Office of Strategic Engagement, Attn: Jeannine Robbins, 110 SE Watula Avenue, Ocala, Florida 34471**, E-Mail: jrobbins@ocalafl.gov.
- C. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed.
- D. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Lobbyist; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Lobbyist within **THIRTY (30)** calendar days of the Lobbyist's remedy or resolution of the inadequacy or defect.
- E. **Excess Funds.** If due to mistake or any other reason Lobbyist receives payment under this Agreement in excess of what is provided for by the Agreement, Lobbyist shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Lobbyist's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
- F. **Amounts Due to the City.** Lobbyist must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Lobbyist may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
- G. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Lobbyist shall not be exempted from paying sales tax to its suppliers.

for materials to fulfill contractual obligations with the City, nor will Lobbyist be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **TERM OF AGREEMENT.** This Agreement shall become effective and commence on **OCTOBER 1, 2024** and continue in effect for a term of **THREE (3) YEARS**, through and including **SEPTEMBER 30, 2027** (the "Term"). This Agreement may be renewed for **ONE (1)** additional **THREE (3) YEAR** period by written consent between City and Lobbyist.
6. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
 - A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.
 - B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Lobbyist performance shall be extended for a number of days equal to the duration of the force majeure. Lobbyist shall be entitled to an extension of time only and, in no event, shall Lobbyist be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
7. **INSPECTION AND ACCEPTANCE OF THE WORK.** Lobbyist shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Lobbyist under this Agreement shall be provided to the satisfaction and approval of the City Project Manager.
 - A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of services performed, the rate of progress of the work, and the acceptable fulfillment of this Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Lobbyist in its Proposal. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual performance of services.
 - B. Neither the City Project Manager's review of Lobbyist's services nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Lobbyist's work in progress or for the means, methods, techniques, sequences, procedures or safety precautions or programs incident Lobbyist's furnishing and performing the services.
8. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Documents, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

- A. **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Lobbyist to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Lobbyist written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Lobbyist by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
- (1) Lobbyist fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
 - (2) Lobbyist provides material that does not meet the specifications of the Agreement;
 - (3) Lobbyist fails to complete the services required within the time stipulated in the Agreement; or
 - (4) Lobbyist fails to make progress in the performance of the Agreement and/or gives City reason to believe that Lobbyist cannot or will not perform to the requirements of the Agreement.
- B. **Lobbyist's Opportunity to Cure Default.** City may, in its sole discretion, provide Lobbyist with an opportunity to cure the violations set forth in City's notice of default to Lobbyist. Lobbyist shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Lobbyist to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.
- C. **City's Remedies Upon Lobbyist Default.** In the event that Lobbyist fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
- (1) City shall be entitled to terminate this Agreement without further notice;
 - (2) City shall be entitled to hire another firm to complete the required services in accordance with the needs of City;
 - (3) City shall be entitled to recover from Lobbyist all damages, costs, and attorney's fees arising from Lobbyist's default prior to termination; and
 - (4) City shall be entitled to recovery from Lobbyist any actual excess costs by: (i) deduction from any unpaid balances owed to Lobbyist; or (ii) any other remedy as provided by law.
- D. **Termination for Non-Funding.** In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Lobbyist without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.
- E. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager shall provide written notice of the termination. Upon receipt of the notice, Lobbyist shall immediately discontinue all services as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but

not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Lobbyist shall be entitled to receive compensation solely for: (1) the actual cost of the services completed in conformity with this Agreement; and/or (2) such other costs incurred by Lobbyist as permitted under this Agreement and approved by City.

9. **DELAYS AND DAMAGES.** The Lobbyist agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Lobbyist also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the services in accordance with the provision in the standard specification.
10. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Lobbyist's performance. Any such evaluation will become public record.
11. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any firm who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
12. **LOBBYIST REPRESENTATIONS.** Lobbyist expressly represents that:
 - A. Lobbyist has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the services to be performed by Lobbyist under this Agreement.
 - B. Lobbyist has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Lobbyist in the Contract Documents, and that the City's written resolution of same is acceptable to Lobbyist.
 - C. Lobbyist is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
 - D. **Public Entity Crimes.** Neither Lobbyist, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Lobbyist understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Lobbyist further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

13. **LOBBYIST RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Lobbyist:
 - A. Lobbyist shall competently and efficiently supervise, inspect, and direct all services to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the services in accordance with the Contract Documents.
 - B. Lobbyist shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.
 - C. Lobbyist shall be responsible to see that the services comply accurately with this Agreement and the intent thereof.
 - D. Lobbyist shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.
 - E. Lobbyist shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Lobbyist and City may otherwise agree in writing.
14. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Lobbyist or as prohibit City from either acquiring similar, equal, or like services or from executing additional contracts with other entities or sources.
15. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Lobbyist. City has the authority to request changes in the services in accordance with the terms of this Agreement and with the terms in **Exhibit A** and **Exhibit B**. City has the authority to stop services or to suspend any services.
16. **COMMERCIAL AUTO LIABILITY INSURANCE.** Lobbyist shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Lobbyist's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Lobbyist does not own vehicles, Lobbyist shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Lobbyist's Commercial General Liability policy or separate Commercial Automobile Liability policy.
17. **GENERAL LIABILITY INSURANCE.** Lobbyist shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:
 - A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for products and completed operations.
 - C. Policy must include coverage for contractual liability and independent contractors.
 - D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.

18. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Lobbyist as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.
- A. Lobbyist shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.
 - B. Lobbyist shall waive and shall ensure that Lobbyist's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Lobbyist's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.
 - C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.
19. **PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS.** Lobbyist shall procure and maintain, for a period of at least **FIVE (5) YEARS** from the date of acceptance of services by the City, a policy of professional liability/errors and omissions insurance in an amount not less than One Million Dollars (\$1,000,000) per claim.
20. **ADDITIONAL INSURANCE REQUIREMENTS.**
- A. Lobbyist's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Lobbyist shall not be interpreted as limiting Lobbyist's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Lobbyist's interests or liabilities or to protect Lobbyist from claims that may arise out of or result from the negligent acts, errors, or omissions of Lobbyist, any of its agents or subcontractors, or for anyone whose negligent act(s) Lobbyist may be liable.
 - B. No insurance shall be provided by the City for Lobbyist under this Agreement and Lobbyist shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
 - C. **Certificates of Insurance.** No services shall be commenced by Lobbyist under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Lobbyist allow any subcontractor to commence services until all similarly required certificates and endorsements of the subcontractor have also been provided. Services shall not continue after expiration (or cancellation) of the Certificate of Insurance and services shall not resume until a new Certificate of Insurance has been provided. **Lobbyist shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of services contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Lobbyist's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of

- Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- D. **City as Additional Insured.** The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies. **Workers Compensation policy must contain a Waiver of Subrogation in favor of the City.**
 - E. **Notice of Cancellation of Insurance.** Lobbyist's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Lobbyist's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Lobbyist to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.
 - F. **Failure to Maintain Coverage.** The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Lobbyist. Lobbyist's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
 - G. **Severability of Interests.** Lobbyist shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
- 21. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Lobbyist shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
 - 22. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Lobbyist or any other persons or organizations having a direct contract with Lobbyist, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Lobbyist or any other persons or organizations having a direct contract with Lobbyist, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Lobbyist, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
 - 23. **EMERGENCIES.** In an emergency affecting the welfare and safety of life or property, Lobbyist, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except

in the case of an emergency requiring immediate remedial services, any services performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such services have been specifically requested and approved by the City Project Manager. Lobbyist shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Lobbyist's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

24. **INDEPENDENT CONTRACTOR STATUS.** Lobbyist acknowledges and agrees that under this Agreement, Lobbyist and any agent or employee of Lobbyist shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required under this Agreement. Neither Lobbyist nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Lobbyist nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Lobbyist in its performance of its obligations under this Agreement.
25. **ACCESS TO FACILITIES.** City shall provide Lobbyist with access to all City facilities as is reasonably necessary for Lobbyist to perform its obligations under this Agreement.
26. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
27. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the services to be performed by Lobbyist under this Agreement be abandoned, or should Lobbyist become insolvent, or if Lobbyist shall assign or sublet the services to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such services as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
28. **PUBLIC RECORDS.** Lobbyist shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Lobbyist shall:
 - A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency 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 Lobbyist does not transfer the records to the public agency.

- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Lobbyist or keep and maintain public records required by the public agency to perform the service. If Lobbyist transfers all public records to the public agency upon completion of the contract, Lobbyist shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Lobbyist keeps and maintains public records upon completion of the contract, Lobbyist shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon 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 LOBBYIST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LOBBYIST'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

29. **AUDIT.** Lobbyist shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
30. **PUBLICITY.** Lobbyist shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
31. **E-VERIFY.** Pursuant to section 448.095, Lobbyist shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Lobbyist shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Lobbyist certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Lobbyist understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Lobbyist may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Lobbyist shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
32. **CONFLICT OF INTEREST.** Lobbyist is required to have disclosed, with the submission of their proposal, the name of any officer, director, or agent who may be employed by the City. Lobbyist shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Lobbyist's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
33. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any

waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

34. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
35. **INDEMNITY.** Lobbyist shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Lobbyist, its agents, and employees.
36. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
37. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Lobbyist:

The Advocacy Group at Cardenas Partners, LLC
 Attention: Steven Shriver
 204 South Monroe Street
 Tallahassee, Florida 32301
 Phone: (850)-222-8900
 E-mail: stephen@tapfla.com

Copy to:

The Advocacy Group at Cardenas Partners, LLC
 Attention: Sarah Suskey
 204 South Monroe Street
 Tallahassee, Florida 32301
 Phone: 850-222-8900
 E-mail: sarah@tapfla.com

If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

38. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
39. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
40. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
41. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any

objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

42. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
43. **MUTUALITY OF NEGOTIATION.** Lobbyist and City acknowledge that this Agreement is a result of negotiations between Lobbyist and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
44. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
45. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
46. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
47. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
48. **ELECTRONIC SIGNATURE(S).** Lobbyist, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
49. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements, or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
50. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.



IN WITNESS WHEREOF, the parties have executed this Agreement on _____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Barry Mansfield
City Council President

Approved as to form and legality:

**THE ADVOCACY GROUP AT
CARDENAS PARTNERS. LLC**

By: _____
(Printed Name)

By: _____
(Printed Name)

Title: _____
(Title)

Title: _____
(Title)

1.1. BACKGROUND INFORMATION

These services shall include, but not be limited to the following: scheduled, extended, special legislative sessions and meetings; state administrative and agency hearings, meetings, or rule making proceedings; and legal and legislative consulting services. The lobbyist will assist the City Council and key City of Ocala staff in identifying current legislative issues impacting the City of Ocala, specifically, and Florida cities, in general.

The lobbyist will be required to advance the City's vision, strategic goals and priorities to the Marion County legislative delegation, other members of the General Assembly, as appropriate, and State of Florida, executive, legislative and administrative staff on an as needed basis. The lobbyist will recommend, and implement the most effective ways to gain access to legislative and State of Florida officials, and help craft and deliver both verbal and written messages. The lobbyist will work closely with the City Council or its liaison to recommend modifications and/or strategies to impact legislative measures, and assist in effectuating these impacts in a timely manner when legislative changes can be realistically achieved.

The City of Ocala is governed by a five (5) member City Council. The Mayor is elected at large for a two (2) year term. The City functions as a Council/Manager form of government with the administrative responsibilities vested with the City Manager. The City Council appoints the City Manager, City Attorney, and the City Clerk.

The City of Ocala, the largest municipality located in Marion County in North Central Florida, has a staff of approximately 1100 full-time and part-time employees serving a population of 66,000 permanent residents. The City's daytime population is approximately 120,000. The City encompasses approximately 47 square miles. The successful applicant's fee will be contingent upon experience, skills, and successes in similar endeavors.

1.2. OBJECTIVES OF THIS PROPOSAL

(a) The lobbyist will develop and implement a unique and tailored strategy, in consultation with the City of Ocala City Council and staff that increases the consciousness and awareness of the City of Ocala among the State of Florida legislature, executive, including the Governor, and administrative agencies, regional and local government entities and others as deemed necessary or desirable. These services may include acquiring sponsors and supporters for City legislative, financial, or administrative initiatives in the following areas:

- (1) Protection of City Revenue Sources
- (2) Home Rule Legislation and Issues
- (3) Property Tax Legislation and Issues
- (4) Economic Development and Enterprise Zones Legislation, Issues and Funding
- (5) Community Redevelopment Legislation and Issues, including CRAs
- (6) Transportation Legislation, Issues and Funding
- (7) Water and Wastewater Issues and Funding

- (8) Stormwater Management Issues and Funding
 - (9) Telecommunications, Fiber and E-Commerce Issues and Funding
 - (10) Protection of Municipal Utilities from Regulation of the Public Service Commission (PSC) Legislation and Issues
 - (11) Parks and Recreation Legislation, Issues and Funding
 - (12) Environmental Legislation, Issues and Funding
 - (13) Public Safety and Law Enforcement Legislation, Issues and Funding
 - (14) Public Official Financial Compensation and Pension Legislation and Issues
 - (15) Growth Management and Land Use Legislation and Issues
 - (16) Uniform Building Code/Construction and Permitting Legislation and Issues
 - (17) Disaster Relief Legislation, Issues and Funding
 - (18) Special Acts Related to the City of Ocala
 - (19) Other miscellaneous legislative initiatives
 - (20) Opportunity Zones Issues and Funding
-
- (b) These services may be required with respect to bills, amendments, grants and funding; along with consulting on and conducting appropriate lobbying activities to formulate and pursue the City's legislative and administrative programs, and other professional representation, as requested.
 - (c) The lobbyist will be required to meet with elected officials and City staff to assist in the development of the City's annual list of goals, priorities, and special projects; address those that can be addressed at the state level, and assist in developing verbal and written material on each request to provide to state officials.
 - (d) The lobbyist will be required to identify relevant funding opportunities that may arise for which the City may qualify to apply and assist staff in submitting grant requests to the appropriate State committees and agencies.
 - (e) The lobbyist will represent the City in matters relating to the services of legislative consultant for matters in which the City may need professional services before the Florida Legislature, State of Florida administrative agencies, The Florida Governor and Cabinet, et al. Such services shall include, but not be limited to, attending state legislative committee hearings and meetings, rulemaking proceedings or other administrative or legislative agency meetings.
 - (f) The lobbyist will prepare and submit weekly reports on the status of major bills impacting cities, in particular those bills which involve issues listed in this scope of services. This weekly report must not be a standard bill report comprised of a history of house and senate bills introduced which is generated by the Legislature. This will only be required during session.
 - (g) The lobbyist shall understand the various laws and proposals and shall possess the ability to interpret, or to direct questions to those specialists able to interpret, the legal implications of the same. The lobbyist shall monitor proposals and activities in meetings regarding state administrative and agency hearings, as well as in rule challenges in the Division of Administrative Hearings. This shall include, but not be limited to, a review of the agendas and provision of notification to the City as pertinent issues arise. The Lobbyist shall also report the outcome of such meetings, and shall be prepared to lobby committee members prior to the same in an effort to advance the City's desired positions.

- (h) This report must be the lobbyist's identification of bills pertinent to Florida cities, especially the City of Ocala, a professional summary of the bill or amendment in the lobbyist's own words, and the bill or amendment's impact. The report must include the lobbyist's professional opinion concerning the importance of the bill or amendment to Ocala and an opinion on what actions the City should take.
- (i) If the recommended action includes arranging a teleconference call with industry experts to facilitate a greater understanding of the bill and its consequences, the lobbyist shall make this recommendation and facilitate the linkage. If the recommended action is to arrange a meeting with key legislators, the lobbyist should facilitate this meeting. The report must be in email form and must address weekly committee action of major importance related to the bill or amendment. At the conclusion of the session, the lobbyist will prepare a final written report, including the final status of the City's priorities and a summary of the impact of major legislative changes to the City of Ocala.
- (j) The lobbyist will schedule and attend a minimum of four (4) meetings (if required by the City) in Ocala with City Council and/or staff to assist in the development of the City's legislative program and to update Council on its status. In addition, the Successful Respondent shall agree to be available upon reasonable request to meet with the City Council, City staff, and others as specified in order to perform the responsibilities assigned; and to attend meetings, represent the interests of the City, and act as liaison between the City and all branches, departments, agencies of State government, at any legislative committee meeting or meetings with the Governor, Cabinet or Cabinet members, or state agencies on matters under the scope of the RFP.
- (k) The lobbyist will monitor various state agency actions for potential impact on the City and advise as necessary.
- (l) The lobbyist will identify pertinent hearings before the legislature and advise if the City should appear and testify.
- (m) The lobbyist will meet with State legislators and policy makers as required.
- (n) The lobbyist will testify before legislative committees as appropriate.
- (o) The lobbyist, through his/her professional network, should be able to make direct and indirect interpersonal contacts with business, civic, philanthropic, and other governments to facilitate the pursuit of the City's strategic goals and objectives.
- (p) The lobbyist will not provide contractual services to other local competing interests; such as local government agencies that would differ on any legislative issues.
- (q) The lobbyist must have the ability to contract federal lobby efforts for the City at a negotiated contract rate through their agency, or with the coordination of another agency.

1.3 MINIMUM QUALIFICATIONS

- (a) The Company must have no less than 10 years' experience in providing comparable lobbyist services in the state of Florida for local governmental jurisdictions.



Find your place

RFP# CMO/240646
State Legislative Lobbyist Services



**THE ADVOCACY
PARTNERS**

204 South Monroe Street
Tallahassee, Florida 32301

850-222-8900

www.tapfla.com

Contact: Stephen Shiver | stephen@tapfla.com

Transmittal Letter

May 29, 2024

Eileen Marquez, Senior Buyer
emarquez@ocalafl.gov
352-629-8362

Dear Ms. Marquez,

On behalf of the entire team at The Advocacy Group at Cardenas Partners, DBA The Advocacy Partners, it has been an honor to serve the Council and the people of the City of Ocala for the past fifteen years. It is our hope that our relationship is one in which the City 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 City's Request for Proposals.

RFP# CMO/240646 State Legislative Lobbyist Services

1. The Advocacy Group at Cardenas Partners DBA The Advocacy Partners
204 South Monroe Street | Tallahassee, FL 32301
850-222-8900
Years in business: 21
Staff Size: 8
2. Team members overseeing this project and authorized to make representations for the firm, both in writing and oral presentation:

Stephen Shiver, Co-Founding Partner 204 South Monroe Street Tallahassee, FL 32301 Cell: 850-251-0844	Sarah Suskey, Partner 204 South Monroe Street Tallahassee, FL 32301 Cell: 850-345-9392
---	---
3. We acknowledge that our firm has received, read, and understands all procedures and criteria associated with the submittal requirements, and understands that all terms and conditions contained herein may be incorporated into the resulting contract.
4. As the City's current contract lobbyist, The Advocacy Partners (TAP) is intimately familiar with the scope of work to be provided to the City as described in the RFP. Specifically, related to Section 2.2, our team is equipped to carry out all objectives of this proposal. The request for proposal process provides a fantastic opportunity to review the scope of services to be provided, should we earn the honor of continuing our advocacy work, as well as what new priorities the City might envision heading into the new term. As part of the advocacy services to be provided, TAP understands that as the City's contract lobbyist we are to meet with elected officials and City staff to coordinate legislative and executive priorities, provide information on relevant funding opportunities, provide weekly bill reports prior to and during yearly legislative session and recommend actions throughout the course of the year. We will also be responsible for identifying grant opportunities and securing legislative appropriations, providing personalized updates on bills

and amendments throughout the legislative process and connecting with industry experts to facilitate greater understanding of legislation as needed. We will attend of a minimum of four meetings in the City of Ocala (as required by the City), monitor of state agencies and actions taken by the Division of Administrative Hearings, identify pertinent hearings before the legislature, meeting with members of the legislature and testify before Legislative Committees as appropriate. Additionally, we will provide interpersonal contacts to help the City achieve their goals, will not provide contractual services to local competing interests, and any provide for additional needs the City might request. Furthermore, we have the ability to continue to contract federal lobbying efforts for the City at a negotiated rate, as we have for several years.

We are genuinely excited about the opportunity to earn the privilege of serving the City Council and the good people of Ocala yet again. We believe this is a seminal moment for Ocala, and we think we are positioned to continue to help the City meet its long-term goals.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Stephen Shiver', with a stylized, overlapping loop structure.

Stephen Shiver
Co-Founding Partner

TAB 1 | FIRM PROFILE, QUALIFICATIONS, AND AVAILABILITY

(1) Firm Profile(a) Firm Details/Proposer Information

The Advocacy Partners
204 South Monroe Street
Tallahassee, FL 32301
850-222-8900
Email: Stephen@tapfla.com
FEIN: 27-0393975

The Advocacy Partners (TAP) is a bipartisan, Florida focused full-service government relations firm located in Tallahassee, Florida. Our firm was founded in 2003 at the law firm of Tew Cardenas LLP and has been in existence for 21 years. Al Cardenas founded our firm, while partners Slater Bayliss and Stephen Shiver each joined the practice in 2004. In July 2009, the partners acquired the equity interest held in it by Tew Cardenas LLP and was reincorporated as a standalone Limited Liability Company in 2009 under the name The Advocacy Group at Cardenas Partners. Following the retirement of our founding partner, Al Cardenas, the firm shifted our DBA to The Advocacy Partners. Our firm employs six professional lobbyists and two support staff team member. Of our 8-member team, we propose to continue our relationship with lead lobbyists Stephen Shiver and Sarah Suskey employed on a full-time basis. Other team members include Slater Bayliss, Chris Chaney, Jeff Woodburn, Steve Schale, as well as Alex Poitras and Isabelle Kelly who will assist the lead lobbyists on an as-needed basis for the City.

At The Advocacy Partners, we are state-level advocates for some of the most recognizable brands in the world. As one of the few truly bipartisan teams lobbying in Tallahassee, our approach is founded on the principles of integrity, professionalism, and pragmatism. It's from this foundation that we offer our public and private sector clients a range of services in the legislative, executive, and regulatory arenas.

The advocates on our team represent a combined total of 125 years of work in Tallahassee, with experience working in all three sides of public life: within government, political campaigns, and now in the practice of government and public affairs. We believe this sets us apart from others because our team understands from real world experiences the political and policy choices facing elected officials. When you hire us, you hire our whole firm. While each client has a lead they can reach at any time, we do not silo our practice, meaning each client has access to our entire team – and years of combined experience in Tallahassee that comes with it.

We represent nearly 100 clients across a broad range of subject matters and needs, ranging from Fortune 500 companies such as Anheuser Busch, Duke Energy, IBM, JetBlue and Marriott, to a range of not-for-profit organizations including the Environmental Defense Fund and No Kid Hungry. TAP is unique in that we commit 100% of our effort to every client we represent; and believe that the public entities we have the pleasure of advocating on behalf of deserve the same high quality advocacy representation as Fortune 500 companies. We have been fortunate to provide this type of quality representation to the City of Ocala since 2009, Okaloosa County since 2010, the Port of Tampa Bay since 2013, and most recently Lee County in the aftermath of Hurricane Ian. We have been purposeful in limiting our number of governmental clients,

so the clients we do represent in this space receive our complete focus. When we advocate for our local government clients, we never want to be in a position of picking and choosing what we will fight for – and by keeping this part of our practice tight, we can put all of our resources behind ensuring our local government clients are successful.

(b) Joint Venture | Consortium

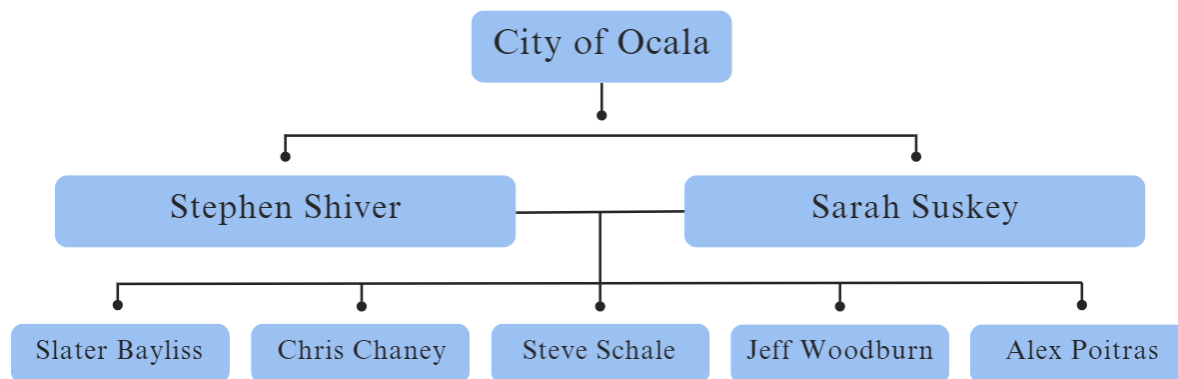
We do not propose a joint venture or consortium, The Advocacy Partners will serve as the principal lobbying firm.

(e) Disciplinary Action

Neither the firm nor its members have been the subject of any disciplinary action with state regulatory bodies or professional organizations in the past five years.

(2) Partner, Supervisory, and Staff Qualifications and Experience

(a) Organizational Chart



In order to not be redundant, please see below for a detailed description of assignments related to this engagement.

(b) Key Personnel Roles and Responsibilities | Qualifications & Experience/Staffing Plan

Collectively, we would designate Stephen Shiver and Sarah Suskey to lead the team in representation of the City of Ocala. Mr. Shiver and Mrs. Suskey will serve as lead liaisons and primary contact with the City; however, you can be assured that all resources of TAP will be utilized to meet your priorities.

TAP truly takes a team approach to managing the 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 the City of Ocala are carried out to the best of our abilities as a team and in the timeliest manner possible. Throughout our representation of the City of Ocala, every member of our firm will be made available to engage policy makers or staff on issues relevant to you.

Specifically, we would not limit the City of Ocala's access to any particular member of our team but rather would make available all resources needed to successfully complete the effort at hand. Our team'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 firm prides itself on the strong relationships we have with Governor DeSantis and his executive office senior management, as well as agency heads and their senior management teams. We also maintain solid relationships with Senate President-Designate Albritton and House Speaker-Designate Perez, and their respective senior staff. Specific to the City, our firm has been an active participant with the Marion County Delegation, attending hearings with City officials, assisting in the communications with Delegation staff and the City, and helping craft legislative priorities and messages that are presented to the Delegation. An effective local advocacy strategy begins with a solid foundation of understanding and familiarity with the area's local elected officials. As such, our firm has made it a priority to become an indelible participant with the Marion County Delegation, its members, personnel, and procedures.

While we maintain these strong relationships, we pride ourselves on providing effective advocacy for clients before elected officials and legislative delegations statewide. This statewide approach is particularly important leading up to the 2025 Legislative Session where the Legislature will see many new members following the election year. This creates a tremendous opportunity for the City to educate new members on the opportunities and unique issues facing the City. Our approach would continue to build upon our collective and focused efforts to educate legislators and policymakers inside and outside of the Central Florida area on the positive impacts the City has upon the state's economy. It is our belief that continuing to retain a firm like ours with a proven track record of collaboration and success, along with a statewide political network, will lead to continued successes for the City.

Related to the specific questions in the solicitation, while Florida Statute requires lobbying firms to submit quarterly compensation reporting, which our firm carefully complies with, there is no requirement for continuing education, as requested in (2)(b)4. Additionally, the roles of each individual member are discussed above and in the staffing plan, which follows this section.

The resumes of all members of our team follow this section of our proposal. We believe they illustrate the broad range of talent and resources that TAP possesses.

**Slater Bayliss | Partner**slater@tapfla.com204 South Monroe Street, Tallahassee, FL 32301
850.222.8900

Slater is a co-founder of The Advocacy Partners and a veteran within Florida's arena of politics and public policy. During his two decades in the industry, he has earned a reputation as a contemplative strategist as well as a tenacious and effective advocate. Slater has been recognized by *INFLUENCE* magazine as one of the most influential people in Florida politics and was recently named one of the top 10 lobbyists in Florida by The Florida Standard.

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

Previously, he served as personal assistant to Governor Bush and as deputy policy director on Bush's gubernatorial campaign. 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. He currently serves as an Adjunct professor in Florida State University's College of Social Sciences and Public Policy.

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. He has raised funds for the U.S. Central Command Memorial Fund and the Florida Hurricane Disaster Relief Fund.

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

**Chris Chaney | Partner**chris@tapfla.com204 South Monroe Street, Tallahassee, FL 32301
850.222.8900

Chris is a well-respected veteran of 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 healthcare 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, aiding members of the legislature and staff, and promoting the Agency's agenda throughout the legislative process. During his time as Director, he worked to ensure the 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. He 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.

Chris resides in Tallahassee with his wife Ashley and their two daughters, Penelope and Charlie.

**Alex Poitras | Director of Operations**alex@tapfla.com204 South Monroe Street, Tallahassee, FL 32301
850.222.8900

Alex Poitras joined The Advocacy Partners in January 2023 as their Director of Operations. She manages the firm's day-to-day operations while coordinating legislative priorities and research.

She has been involved in the process since 2017, working alongside members of both political parties. Before joining the team, Alex was hired as a Legislative Assistant at a local firm ahead of the 2022 Legislative Session, but she was quickly promoted to a full-time position supporting their 6-member lobbying team.

Although she was born in Orlando, Florida she grew up along the East Coast. She eventually would return to Florida where she attended Florida State University, double majoring in Political Science and History. While studying for her undergraduate degree, she had the pleasure of interning with Representative Frank White (2017) where she monitored and provided updates to his Legislative Aide.

During the 2020 Session Alex worked for the Florida House - Office of the Clerk serving as Supervisor of the Page and Messenger Program. The following year she would accept an internship for the 2021 Session with House Minority Leader *pro tempore* Kamia Brown where she composed press releases, talking points, and fact sheets for Representative Brown's priority bills.

In May 2023, she completed her Master of Public Administration earning the Exemplar Capstone Award for her research on the *Impact of Rising Sea Levels on Miami-Dade Counties' Wastewater Infrastructure*.

In her free time Alex enjoys spending time outdoors. In 2019 she spent 10-weeks traveling cross-country exploring various National Parks. She resides in Tallahassee with her fiancé Zach.

**Steve Schale | Associate**steve@tapfla.com204 South Monroe Street, Tallahassee, FL 32301
850.222.8900

Steve has 27 years of experience working in and around the Florida Legislature. He was Communications Director for the House Democratic Caucus and was a longtime aide to former House Democratic Leader Doug Wiles. From 2005-2008, Steve ran the Florida Democratic Party's House Democratic Caucus, a period that still stands as the most successful run for Florida Democrats in 50 years.

Widely quoted in national media as a top expert on Florida, the St. Petersburg Times has called him "one of the savviest and most effective political strategists Florida Democrats have seen in ages." In 2008, he was named one of Florida's "100 Movers and Shakers" by Florida International Magazine, one of the most influential Democrats in Florida by Politics Magazine in 2009 and 2013, the most influential Florida Democratic strategist in Florida by the Tampa Bay Times in 2012, and one of the top 100 Florida influencers in both 2016 and 2018 by Florida Influence Magazine.

In 2008, Steve directed the Obama/Biden campaign in Florida, returning in 2012 as a Senior Advisor to the re-election, and in 2015, Steve was a Senior Advisor and national spokesperson for the Draft Presidential campaign for Vice President Joe Biden, and in 2020, ran President Biden's national SuperPAC, Unite the Country

Outside of politics, Steve serves on the board of the Epilepsy Foundation of Florida, Awesome Tallahassee, and the American Council of Young Political Leaders, and is a member of Leadership Florida, Class 31. Steve is a graduate of the University of the South in Sewanee, Tennessee, where he received degrees in political science and history.. Steve also regularly travels overseas as part of exchange programs to mentor and encourage young political leaders, and speak about life and politics in America.

**Stephen Shiver, Jr. | Partner**stephen@tapfla.com204 South Monroe Street, Tallahassee, FL 32301
850.222.8900

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 the 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 served 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 his Bachelor's Degree in Business and English from Florida State University.

**Sarah Busk Suskey | Partner**sarah@tapfla.com204 South Monroe Street, Tallahassee, FL 32301
850.222.8900

Sarah Busk Suskey is a Partner in the government affairs practice at The Advocacy 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, members of the Florida State Supreme Court, and other state elected officials and agencies to successfully inaugurate Florida's 44th Governor.

Sarah has 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 and was an Alternate Delegate to the 2004 Republican National Convention.

**Jeff Woodburn | Associate**jeff@tapfla.com204 South Monroe Street, Tallahassee, FL 32301
850.222.8900

Jeff Woodburn joined The Advocacy Partners after nearly ten years of experience at the highest levels of state government. Prior to becoming an Advocacy Partner, Jeff served as the policy director for Governor Ron DeSantis' successful gubernatorial 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 of 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 Governor Scott on all legislation, managing the various business and insurance coalitions during legislative sessions, and serving 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 the Florida Coastal School of Law.

(c) Commitment to this Engagement

As the City'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 City, we have constantly shifted and re-worked the City's advocacy approach to accommodate various political undercurrents in a seamless manner in an effort to successfully meet the City's ever-evolving legislative goals. We believe our team's experience and nuanced understanding of the City's priorities and approach to government relations distinguishes us from other respondents to serve the City going forward. Specifically, the collective record of success we have achieved alongside the City proves that our firm is well positioned to continue to provide a focused approach to your state government consulting needs.

It should be noted that in our experience it is impossible to forecast and project a workload for the entire firm's clientele from year to year. For this reason, TAP is sensitive to the number of clients we have in a given year and will not over commit our firm resources to the detriment of any client, including the City of Ocala. Our confidentiality agreements with many of our clients would prevent us from providing a full list of the activities or workload we are engaged in over the course of the year; however, TAP has committed two of the firm's partners to serve as the lead for the City to monitor the fluidity of firm resources available to the City. Stephen Shiver and Sarah Suskey are available at all times and remain in regular contact with City staff. This is meant to ensure that the City receives maximum exposure to the firm's principals. Mr. Shiver and Mrs. Suskey are committed to the City's success, and you can be sure that they will devote as much time as is necessary to achieve the City's objectives.

(d) Summary of Litigation

The Advocacy Partners has not been subject to any litigation in the last three (3) years.

(e) Insurance

Our firm carries the standard insurance coverage required by the City of Ocala and has the ability to augment coverage, as necessary. Please see Attachment A for our Certificate of Insurance.

(3) References and Firm Experience(a) Similar Engagements/References

The Advocacy Partners (TAP) represents the City of Ocala, Okaloosa County, Lee County, and Port Tampa Bay. Each of our local government clients has very distinct needs based on their region and in the case of the Port, their specific governmental purpose. Our firm represents a limited number of local government clients, however, that representation has spanned over a decade for Okaloosa County, the City of Ocala, and 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:

City of Ocala, Florida

Annual Budget Amount: \$55,000.00 per year

Initial Contract Start: January 2009

Current Contract Term: September 12, 2021-September 11, 2024

Team Members: Stephen Shiver, Sarah Suskey

Summary of Work

TAP has been fortunate to represent the City of Ocala, a community focused on economic development and job growth, since 2009. During that time, our work has been focused on a wide range of issues, including but not limited to protection of home rule, economic development, transportation, natural resources protection, local government revenues, parks and recreation, public safety, growth management, utilities, housing, and insurance, just to name a few.

Over the course of TAP'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 Commerce on a myriad of economic development projects. Additionally, TAP 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, assisted with regulatory hurdles within the Department of Environmental Protection related to the Pine Oak Golf Course, ushered passage of a Local Bill creating the downtown entertainment district, allowing the City to increase the number of concerts and community events held in the downtown area 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 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. Also, as a community that sits on one of our state's first magnitude springs, water resources have been a significant priority for the City and TAP has worked to secure funding for multiple water related projects over the years.

Specific appropriations TAP has recently worked to secured on behalf of the City include:

- | | |
|--|----------------------------|
| • Ocala Force Main Construction | \$1,000,000 (2-year total) |
| • Silver Springs Stormwater Nutrient Reduction | \$600,000 |
| • Ocala SW 44th Avenue Extension | \$9,000,000 (2-year total) |
| • Ocala Exfiltration | \$2,000,000 (4-year total) |
| • Ocala Lower Floridan Conversion | \$4,296,775 (4-year total) |

Contact Person: Pete Lee, City Manager

Phone: 352.629.2489

Email: plee@ocalafl.org

Okaloosa County, Florida

Annual Budget Amount: \$55,000.00 per year

Initial Contract Start: 2010

Current Contract Term: July 7, 2022 – June 30, 2025 + Two 1 year renewals

Team Members: Sarah Suskey, Slater Bayliss

Summary of Work

TAP has represented Okaloosa County in Tallahassee since 2010, providing representation before both the legislative and executive branches of Florida government. TAP 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, TAP has worked with the Legislature and the Governor's Office to secure nearly \$30 million in state appropriations for the County, including consistent funding for the County's Mental Health Diversion program and numerous Water Quality and Transportation projects. In addition to the appropriations successes, TAP assists the County with advice and strategy related to the annual legislative priorities, facilitates Okaloosa County Day during the Legislative Session, and organizes other legislative visits throughout the year. Additionally, our firm has been an active participant with the Okaloosa County Delegation through the attendance of hearings with County officials, assisting in the communication between the legislative 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.

Over the course of our representation on behalf of 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. TAP has successfully advocated for the extension of the County's ability to use a portion of Tourist Development Tax dollars to fund certain public safety expenditures, staving off a \$11.6 million hit to the County's general fund. Additionally, TAP worked to ensure that the County 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, TAP 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 Department of Commerce 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.

Recently, appropriations TAP has worked to secure on behalf of Okaloosa County include:

- | | |
|---|--------------------------|
| • Okaloosa Shoal River Ranch Water Reclamation Facility | \$7,000,000 |
| • Okaloosa County Special Needs Ball Field and Park | \$1,250,000 |
| • Okaloosa County - West Highway 98 Collector Road | \$375,000 |
| • Okaloosa Walton Mental Health Pilot | \$1,375,000 (4 yr total) |
| • 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 County Agriculture Center	\$854,100
• City of Crestview Streetscape Renovation	\$1,000,000
• Okaloosa County Live Oak Church Road Bridge	\$1,500,000
• Okaloosa County Lloyd Street Mayflower Stormwater	\$1,500,000

Contact Person: Carolyn Ketchel, Commissioner

Phone: 850.689.5050

Email: cketchel@myokaloosa.com

Port Tampa Bay, Tampa Florida

Annual Budget Amount: \$60,000.00 per year

Initial Contract Start: 2013

Current Contract Term: September 10, 2022 – September 9, 2025

Team Members: Slater Bayliss, Steve Schale, & Stephen Shiver

Summary of Work

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 so that ports could maintain their own governance of port traffic and port development. We have 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.

Our successes on behalf of Port Tampa Bay 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 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.

Contact Person: Paul Anderson, President & CEO

Phone: 813.905.7678

Email: panderson@tampaport.com

Lee County Florida

Annual Budget Amount: \$90,000.00 per year

Initial Contract Start: 2022

Current Contract Term: December 1, 2022, through No End Date

Team Members: Chris Chaney, Sarah Suskey

Summary of Work

In the wake of Hurricane Ian, the worst natural disaster on record for Southwest Florida, the Lee County Board of County Commissioners turned to our firm to assist them with their State government priorities in Tallahassee. Our firm was retained by the Lee County Board of County Commissioners at the end of 2022, and in our first year of representation, our team helped secure over \$80M in direct member project appropriations. Additionally, our team has supported local government grant funding opportunities on behalf of the Lee County totaling over \$700M. Each local government grant funding opportunity was passed by the legislature and approved by the Governor. Our approach to help secure this funding was to work closely with Lee County Commissioners, county staff, and the Lee County Legislative Delegation to identify areas of critical and immediate need. We then provided strategic assistance to county staff while they composed appropriations projects forms and made sure all deadlines were met throughout that process. Our team then worked with the Chair's and staff of each respective chamber's appropriations subcommittees of jurisdiction, Chair's and staff each respective full appropriations committee, and the Speaker of the House and Senate President to make sure everyone understood the challenges being faced by Lee County, and our thoughts on state-based solutions. We also spent a lot of time with staff in Governor DeSantis' Executive Office and the Governor's Office of Policy and Budget to ensure they were clear on the County's priorities, and why they were so critical to the recovery efforts. On the implantation side, our firm worked to ensure open lines of communication between leadership of the funding Agencies and Departments (Department of Transportation, Department of Commerce, and Department of Emergency Management, Department of Environmental Protection, etc.) to make sure Lee County was able to access as much of these funds as possible, and to make sure that coming to terms with the funding agencies went as smoothly as possible.

Contact Person: Glenn Salyer, Assistant County Manager

Phone: 239.533.2221

Email: GSalyer@leegov.com

(b) References

We are proud of our accomplishments on behalf of all of our clients, including the local government entities we are fortunate to represent. We gladly give permission and would encourage the City to reach out to all of the contacts listed above.

In addition, we would submit the following three 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

No Kid Hungry

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

TAB 2 | APPROACH AND METHODOLOGY

(1) Approach

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

Tracking and Reporting | This is an essential component to any successful government affairs plan. Leading up to and throughout the Legislative Session, TAP 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 City, and to ensure we are on top of every issue that matters to the City, 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 of 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 City’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 City’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 City’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.

(a) Overall Approach | Communication

The Advocacy Partners (TAP) has a great deal of experience working with local government entities to design and implement strategies while considering the evolving political, policy, and personnel

undercurrents of Florida politics. Through our experience representing the City, and our other local government clients, we have found that goals evolve as circumstances change. We have found that the key to successfully navigating those evolving circumstances has been purposeful and disciplined communication. If we should earn the privilege of continuing our representation of the City before the State, we would recommend Stephen Shiver and Sarah Suskey remain the lead contacts between the City and TAP. Although Mr. Shiver and Mrs. Suskey will serve as lead liaisons, you can be assured that all resources of TAP will be utilized to achieve the City's objectives.

As previously stated, TAP has taken a purposeful approach to limiting the number of governmental entities we have the honor to represent. The local government clients that we support are geographically spread throughout the state to ensure that our efforts on behalf of one municipal entity will not negatively affect our other local government clients.

TAP is prepared to continue building upon the achievements that we have made alongside the City Council and staff to assist with initiatives meant to spur economic development and increase the quality of life for the citizens of the City of Ocala. Based on our experience, we know that the time we spend with individual clients varies from month to month. Therefore, we would not want to limit the number of hours we dedicate to achieving the City's goals. The professionals of TAP will be available 24 hours a day, 7 days a week if we earn the honor of continuing our representation of the City.

As part of our representation of the City, we propose a proactive approach to communication. Leading up and throughout the State's yearly legislative session the team at TAP consistently evaluates filed bills and amendments to determine what language might impact the City. TAP suggests that beginning November 2024 scheduling bi-weekly calls leading up to the beginning of the 2025 legislative session. We will then transition to weekly calls as we get closer to Session to ensure that no issue goes unaddressed as the legislature ramps up. To supplement our calls, our team distributes personalized bill reports to highlight the events of the week and the legislation that we are tracking on your behalf that can be customized to meet the needs of the City.

(b) Proposed Segmentation/Chronology

TAP utilizes a team approach to ensure that our clients' needs are not only met but exceed expectations. Stephen Shiver and Sarah Suskey will lead these efforts while being supported by their fellow team members. The following is an initial step-by-step approach we would propose leading up to the 2025 legislative session:

July-October 2024

- Organize and schedule an onboarding and strategy session to reintroduce the entire TAP team to the City of Ocala senior staff and Council members, if appropriate.
- Determine priorities and policy objectives to begin the formulation of a strategic plan heading into session
- Establish a reporting and legislative issue monitoring system between TAP and the City to ensure no issue goes unnoticed and maintain our purposeful communication. This will allow our combined

teams to be up to date on legislation, committee evolutions, and all pertinent activities related to the 2025 legislative session.

November-May 2025

- Utilize the legislative committee weeks ahead of the 2025 legislative session to schedule in person meetings between City leadership and targeted elected officials and senior staff of the Legislature, Executive Office of the Governor, Cabinet Members, and Executive Agencies as outlined in our previously determined strategic plan.
- Establish regularly scheduled meetings between TAP and City personnel to keep officials apprised of real time issues.
- TAP will monitor and track legislation and attend committee meetings related to the City's initiatives and priorities throughout committee weeks and legislative session. TAP will also coordinate meetings, discussions, etc. with industries supporting issues related to the goals of the City. It is our responsibility and pleasure to distribute a weekly report detailing the bills of consequence to the City and will provide written updates outside of these reports as circumstances evolve.
- TAP will coordinate "Ocala Day" in Tallahassee and facilitate meetings with pertinent legislators and agency officials in support of the City's priorities.
- As challenges and opportunities present themselves, TAP will coordinate any meeting and public testimony for City Officials throughout the 2025 legislative session.

Year Round

- Provide advice to the City of Ocala on regulation and state policies that might materially impact the objectives set forth.
- Throughout the year, TAP will represent the City in meetings that impact policy objectives, including industry conferences, marketing materials, and networking opportunities that will be promptly reported back to City personnel on all relevant developments. This includes any pertinent interaction with the Florida League of Cities.
- Provide the City with research and background information on any relevant issues as needed.
- Provide assistance with drafting correspondence to elected officials, staff, or other government entities when necessary.

The above list is not exhaustive, TAP will modify and expand this proposed plan of action as the City's needs and priorities evolve. While any advocacy effort should have a blueprint for success, it is critical that the City's plan be fluid and retain flexibility needed to react to the ever changing and tumultuous landscape of the political and legislative processes.

(c) Work Plan

Our proposed approach to advocacy on behalf of the City, outlined above, is designed to meet the Scope of Work outlined in the Solicitation. Our goal as advocates is to highlight the City's needs and successes before the Legislature, Executive Office of the Governor, Executive Agencies, and other entities that are impactful to the City. We will work hand in hand with City officials to ensure we understand the City's internal control structure so that we can provide the best possible services to the City.

From a startup and timing perspective, our team is positioned to begin immediately. Our legislative representation of the City of Ocala has been a top priority for our entire firm since our relationship began in 2009. Over that time our team has immersed itself in gaining intricate and detailed knowledge of the City's priorities, challenges, and initiatives. Through constant communication, one-on-one meetings with elected officials and staff, legislative presentations and workshops our team truly views ourselves as an adjunct staff to the City. We take particular pride in the working relationship this has helped establish with the City and over the course of our engagement, we feel that we have become proficiently adept at assisting the City on an increasing array of issues.

Performance Measures | In measuring legislative lobbying services, wins and losses certainly matter. Yet, considering the many contributing factors in each instance often leads to success in various forms. Having a clear and concise set of goals and a strategy to accomplish those goals is fundamental to being able to gauge lobbying success. Additionally, the consideration of education, communication, and advancement of possible policy solutions can take time, which can lead to better outcomes despite the amount of time invested to come to a solution. A comprehensive lobbying agenda consists of long- and short-term objectives that evolve as needed. Policymakers should be made familiar with these objectives and successful lobbying services should lead to quantifiable results. In the case of the City, there should be a level of accountability each year to ensure taxpayers are receiving the best services possible.

(d) Understanding of City Structure | City Tasks

It is essential for the success of our relationship with the City to rely on the City of Ocala's expertise. We understand that the City is subject to thousands of laws, rule, and regulations, environmental situations, and political factors at the federal, state, and local levels that can greatly impact the City in ways that we simply would not be able to comprehend without the City's counsel. Therefore, it is imperative that TAP rely on the City's staff to identify, analyze, and make us aware of implications of any change to statute or policy at the state level, fully implementing the aforementioned communication policy, which we feel has been successful in supporting our efforts to the City in the past.

We would also request that the City:

- Work with the TAP team to develop a set of clear and concise priorities.
- Participate in weekly & bi-weekly conference calls.
- Keep us up to date on changes of material impact that would be pertinent to state policy makers and staff.

As previously mentioned, in the waning days of the Legislative Session decisions are made and minds are changed at all hours of the day, night and weekend. Therefore, TAP would ask, within reason, that the City's staff be available frequently during this part of the year.

(2) Identification of Anticipated Potential Problems

It is impossible to identify specific potential problems that may arise over the course of representation due to the fluidity of issues that arise during Legislative Session, and other parts of the year. Because of this,

we feel it would be best to present a couple of different situations that could occur, and how we would resolve them.

- **Budget** | As we have done in previous years, TAP will coordinate with legislative members to sponsor specific projects to bring additional funding to the City. During the Budget conference, the possibility of a member project not being funded could absolutely occur. In an attempt to prevent this, TAP is proactive in our approach to advocating for this funding by meeting with the respective committee Chairs and leadership. If the situation where funding is not allocated were to occur, we would immediately conduct meetings with relevant committee members, staff, and leadership to address the issue to ensure that funding needed by the City is received.
- **Legislation** | As part of our job advocating on behalf of the City, we ensure that the City is provided with all proposed legislation filed heading into Session. If TAP and/or the City determine a piece of legislation would be detrimental to the City, we would work alongside City staff to implement a purposeful strategy that would incorporate what message needs to be presented, what relevant stakeholders need to be informed, and what the ultimate goal would be whether that be amending legislation or focusing on preventing the legislation from moving further along the process.
- **Executive** | If an issue was to arise with the Governor's Office or an Executive Agency, we would work alongside City staff to ensure we are aware what the City's position is, so that we are able to reach out to the state agency and governor's office leadership to achieve that goal.

(3) Additional Services | Value-Added Services

Local Ocala Engagement | For the past fifteen years, our firm has had the privilege of representing the City of Ocala in Tallahassee. Over that period of time, we have witnessed a variety of circumstances and have a unique understanding of the City'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 City and your staff.

We know the DNA of Ocala and should the City 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 government structure is second to none and we are deeply personally invested in the City's success. 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/Fundraising | It is important that our clients have access to policymakers across the political spectrum. For this reason, TAP builds purposeful relationships by traveling the state to meet with candidates and participate in fundraising activities for both Republications and Democrats alike. Building political goodwill is extremely important and will be valuable leading into the 2025 Session where the Legislature will see many new members and new leadership in both the House and Senate. TAP's approach is to aggressively use each summer and fall to build and maintain the necessary political rapport with state policymakers. At no additional cost, the City would benefit from the relationships and goodwill built through these activities. Having a firm with the focus and capacity to accomplish this is an invaluable part of an advocacy offering.

Specific Transportation Focus | TAP has a great deal of experience and expertise in the world of transportation. With several private and public sector clients in this industry, TAP has carved out a niche of contacts and relationships across the entire transportation sector in Florida. Additionally, TAP is the lead transportation lobbyist for Associated Industries of Florida (AIF), Florida's largest business Association. As part of this work, we serve on their Florida Transportation and Maritime Council where we present during AIF's yearly Summer and Fall Policy Retreat's. Additionally, TAP spent over a decade representing the largest road building-specific organization, the Asphalt Contractors Association of Florida.

Specific Economic Development Expertise | TAP has collaborated with local government officials and staff across the state of Florida to communicate and enhance efforts with relevant stakeholders to broaden the effects that initiatives ultimately have in terms of local job growth. TAP believes there is great value in experience and resources in the way of economic development, and we would utilize our extensive efforts to work collectively on behalf of the City with state incentive offices, elected officials, and private industries through meetings, forums, and public hearings to bring awareness to the City's economic development efforts and capabilities. We strongly believe that TAP can continue to ass significant value to the City and its efforts to bring more jobs and a stable economy to its citizens.

Ability to contract with a Federal Lobbyist | If so desired by the City, TAP has the ability to contract federal lobby efforts on behalf of the City at a negotiated contract rate. TAP has a strategic relationship with Squire Patton Boggs, a well-renowned, worldwide law firm who provides federal lobbying services in Washington, DC. TAP as coordinated and contracted these services on behalf of the City in our prior agreement and will continue to have the capacity to do so should we earn the honor of continuing our representation.

TAB 3 | Price Proposal

(1) Price Proposal

Since the onset of our initial representation, TAP has become intimately familiar with the needs and inner workings of the City. We are appreciative of this proposal process as it provides an opportunity to evaluate the way we can enhance our services to the City, as well as review compensation commensurate with the value our firm provides to the City. Based on our experience, as well as the inventory of tasks articulated in the Scope of Work, we would request that our fee for advocacy services be \$65,000 per year – or \$5,416.67 per month, inclusive of all costs. However, this price proposal is negotiable based upon the scope of services.