

ADDENDUM NO. 14 TO THE
AGREEMENT FOR LOBBYIST SERVICES

THIS ADDENDUM entered into this _____ day of _____, 2017, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, (hereinafter referred to as "County") and **MARK ANDERSON**, 106 S. Monroe Street, Tallahassee, Florida, 32301, (hereinafter referred to as "Anderson").

WHEREAS, the parties entered into an Agreement dated January 13, 2003, and there have been subsequent amendments thereto; and

WHEREAS, the Board of County Commissioners determined that it was necessary, in order to pursue funding of project(s) and address administrative and legislative issues vital to the citizens of Nassau County, that a lobbyist continue to be retained; and

WHEREAS, the Board and Anderson have agreed to this addendum; and

WHEREAS, the parties desire to amend the agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties hereto agree to amend the Agreement to read as follows:

1. Anderson shall continue to represent the Board of County Commissioners before the Legislature, the Cabinet, the Governor and his staff, and State agencies in the capacity as a "Lobbyist".

2. Anderson shall consult weekly during the regular Legislative session and any and all special Legislative sessions with the County Attorney and County Manager and provide weekly written reports to the County Attorney. The County Attorney shall set forth the form of the reports.

3. The County Attorney shall provide to Anderson the Legislative priorities of the Board of County Commissioners.

4. The County Attorney shall provide a list of all projects for which the Board is seeking Legislative funding, and Anderson shall pursue said funding through the Legislative process, including the Governor and the Governor's staff and administrative agencies.

5. The County Attorney shall notify Anderson in writing as to any and all issues, legislation or programs that require contact with the Governor, the Legislature and State agencies, and Anderson shall address ~~pursue~~ those.

6. Anderson shall be responsive to requests by the Board of County Commissioners as communicated by the County Attorney and shall respond to inquiries within twenty-four (24) hours of any written or telephonic contact.

7. Anderson shall appear before the Board of County Commissioners at any requested time and date upon reasonable notice.

8. Anderson shall be registered pursuant to any State and/or Legislative requirement(s).

~~9. Anderson shall not represent other clients before the Nassau County Board of County Commissioners or the Nassau County Planning and Zoning Board.~~

9. Anderson shall, outside any Legislative session, meet monthly with the County Attorney and County Manager to address State agency issues and programs and address the issues and programs as directed by the County Attorney.

10. The adoption by the Legislature and Governor of Legislation that is vital to Nassau County is important to the Board and is an indication of the satisfactory completion of the contract.

In addition, the funding of project(s) by administrative agencies and the Legislature is a further indicator of satisfactory completion of the contract.

11. Anderson shall be paid a fee of sixty thousand dollars (\$60,000.00) for the term of this Agreement or five thousand and no/100 dollars (\$5,000.00) per month for work performed that month. Anderson shall provide a detailed activity sheet detailing work performed on behalf of the County (i.e. hours, calls, meetings with Legislators, etc., on behalf of the Board of County Commissioners). Said detailed activity sheet shall be attached to his monthly invoice and provided to the County Attorney, for recommendation of approval to the County Manager Clerk, with a copy to the Clerk of the Court. All invoices shall be paid within the legal time limit of forty-five (45) days. Should the County elect to cancel this Agreement at any time, without cause, before September 30, ~~2018~~ 2005, the balance due for work performed shall be paid to Anderson.

12. Anderson may represent other clients and ~~but~~ shall provide a current list of clients upon the execution of this Agreement. The representation of other clients shall not be in conflict with the Board nor shall other representation(s) interfere with or detract from the representation of the Board. Any additional clients that Anderson represents after the execution of this Agreement shall be provided to the Board of County Commissioners. A determination of conflict shall be made by the County Attorney.

13. The term of this Agreement shall commence on October 1, 2015, and shall terminate on September 30, 2018. Said Agreement may be renewed for annual terms and upon conditions as agreed to by both parties. This Agreement may be terminated by the Board at any time during the Agreement period, and any compensation due Anderson shall be paid pursuant to the terms of this Agreement as of the date of termination. ~~If the Agreement is terminated for cause~~

~~and there is a time period left on the contract, there shall be no compensation due for the period remaining on the contract.~~

~~14. The Board (or representative(s) thereof), the County Attorney, and/or the County Coordinator, at the request of Anderson, shall be available, upon reasonable request, to meet in Tallahassee with members of the Legislature, the Cabinet, State agencies, the Governor's staff, and/or the Governor.~~

~~14.15.~~ Any notices required pursuant to this Agreement shall be to the following:

To the County:

Michael S. Mullin
County Attorney
~~Post Office Box 1010~~ 96135 Nassau Place, Suite 6
~~Fernandina Beach, FL 32035-1010~~ Yulee, Florida 32097

AND

~~J. M. "Chip" Oxley, Jr.~~ John A. Crawford
Clerk of the Court
~~Post Office Box 1010~~ 76347 Veterans Way, Suite 456
~~Fernandina Beach, FL 32035-1010~~ Yulee, Florida 32097

To Anderson:

Mark Anderson
~~4230 South MacDill Avenue~~ 106 S. Monroe Street
~~Suite J~~ Tallahassee, Florida 32301
~~Tampa, FL 33611-1901~~

~~15.16.~~ Time is of the essence.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

DANIEL B. LEEPER
Its: Chairman

ATTEST AS TO CHAIRMAN'S SIGNATURE:

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney

MICHAEL S. MULLIN



MARK ANDERSON