

BOCC Agenda Item
Board direction regarding the renewal of the Lobbyist Service Contract
With Mark Anderson

Agenda Request For: APRIL 9, 2012

Department: COUNTY ATTORNEY

Background: The County has contracted with Mark Anderson to serve as its state lobbyist since January 13, 2003. The current contract amount is \$5,000.00 per month, for a total of \$60,000.00 per year. The contract provides for one year renewals.

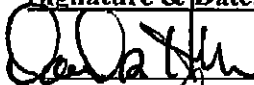
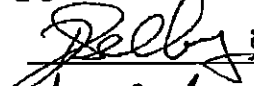

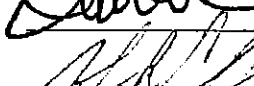
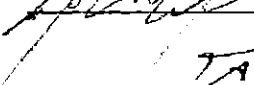
Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens: Will be considered in future budgets as required.

Action requested and recommendation: Request Board direction as to the contract with Mark Anderson.

Is this action consistent with the Nassau County Comprehensive Land Use Plan? N/A

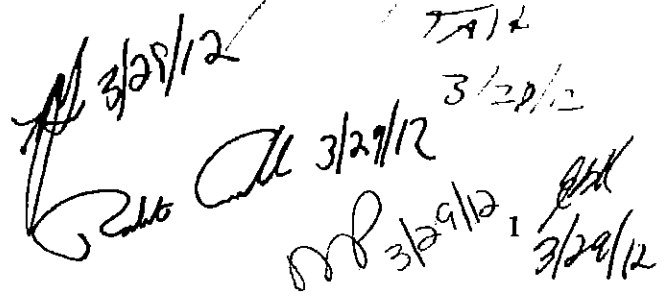
Funding Source: 01001511-531006

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Reviewed by:	<u>Print Name:</u>	<u>Signature & Date:</u>
Department Head	<u>David A. Hallman</u>	 3-20-12
County Manager	<u>Ted Selby</u>	 3/20/12
Office of Management and Budget	<u>Shanea Jones</u>	 3-21-12
Legal	<u>David Hallman</u>	 3-20-12
Clerk/Comptroller	<u>John A. Crawford</u>	 3/20/12

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CONTRACT MANAGEMENT

AGREEMENT

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AN AGREEMENT entered into this 13th day of January, 2003, by and between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the "Board", and MARK ANDERSON, hereinafter referred to as "Anderson".

WHEREAS, the Board of County Commissioners has determined that it is in the best interest of the citizens of Nassau County to contract with a lobbyist to represent Nassau County before the Legislature, the Cabinet, the Governor, and Administrative agencies; and

WHEREAS, The Board of County Commissioners has determined that it is necessary, in order to pursue funding of project(s) vital to the citizens of Nassau County, that a lobbyist be retained; and

WHEREAS, the Board of County Commissioners has determined that an individual be retained by contract under the direction of the County Attorney; and

WHEREAS, Anderson has provided information as to his qualifications; and

WHEREAS, Anderson has indicated that he has the knowledge and ability to represent the Board of County Commissioners before the Legislature, Cabinet, the Governor, and State agencies.

NOW, THEREFORE, FOR and IN CONSIDERATION of ten and no/100 dollars (\$10.00) and other mutually agreed upon consideration, the parties agree as follows:

1. Anderson shall represent the Board of County Commissioners before the Legislature, the Cabinet, the Governor and his staff, and State agencies.

2. Anderson shall consult weekly during the regular Legislative session and any and all special Legislative sessions with the County Attorney 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.

5. The County Attorney shall notify Anderson in writing as to any and all issues or programs that require contact with State agencies, and Anderson shall 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.

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) is a further indicator of satisfactory completion of the contract.

11. Anderson shall be paid a fee of three thousand three hundred thirty-three and no/100 dollars (\$3,333.00) 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 provided to the County Attorney, for recommendation of approval to the 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.

12. Anderson may represent other clients 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.

13. The term of this Agreement shall commence on January 20, 2003, and shall terminate on January 20, 2004. 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 and there are months left on the contracts, the compensation due shall not include the months in which no work was performed.

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.

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
Fernandina Beach, FL 32035-1010

AND

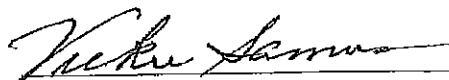
J. M. "Chip" Oxley, Jr.
Clerk of the Court
Post Office Box 1010
Fernandina Beach, FL 32035-1010

To Anderson:


Mark Anderson
4230 South MacDill Avenue
Suite J
Tampa, FL 33611-1901

16. Time is of the essence.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


VICKIE SAMUS
Its: Chairman

ATTEST;

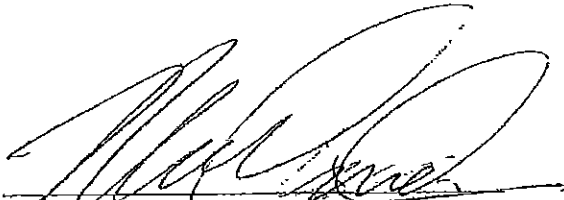


J. M. 'CHIP' OXLEY, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN



MARK ANDERSON

h/anne/agreements/lobbyist

ADDENDUM 10/EIGHTH EXTENSION TO THE
AGREEMENT FOR LOBBYIST SERVICES

THIS ADDENDUM entered into this 24th day of October, 2011 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, 3212 West Gandy Boulevard, Suite D, Tampa, Florida, 33611, (hereinafter referred to as "Anderson").

WHEREAS, the parties entered into an Agreement dated January 13, 2003; and

WHEREAS, the original agreement provided for an initial term beginning January 20, 2003 and ending January 20, 2004, with an option to extend upon mutual contract between the vendor and the County; any extension of performance period under this provision shall be in one (1) year increments.

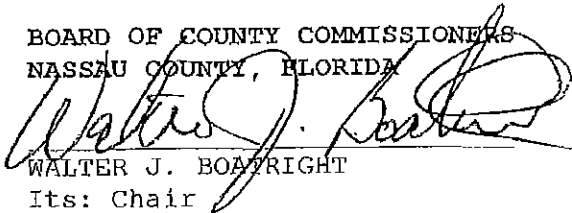
WHEREAS, the parties agreed to initially extend the agreement for the remainder of the fiscal year ending September 30, 2004; and then for successive one year periods commencing October 1, 2004 and ending September 30, 2011;

WHEREAS, the parties desire to amend and extend said Agreement.

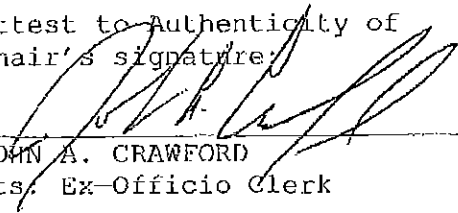
NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. In accordance with Section 13 of the Agreement dated January 13, 2003, the performance period is hereby extended for an additional one (1) year beginning October 1, 2011 and ending September 30, 2012.
2. All other provisions of said Agreement and subsequent amendments not in conflict with this Addendum shall remain in full force and effect.
3. Time is of the essence.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

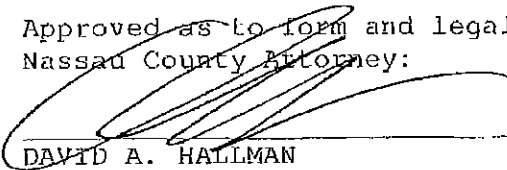

WALTER J. BOATRIGHT
Its: Chair

Attest to Authenticity of
Chair's signature:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

ESC
10/24/11
AK
10/25/11

Approved as to form and legality by the
Nassau County Attorney:


DAVID A. HALLMAN

MARK ANDERSON
LOBBYIST



MARK ANDERSON

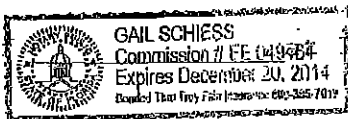
STATE OF Florida
COUNTY OF Leon

Before me personally appeared, Mark Anderson,
who is personally known or produced _____
as identification, known to be the person described in and who
executed the foregoing instrument, and acknowledged to and
before me that he/she executed said instrument for the purposes
therein expressed.

WITNESS my hand and official seal, this 22 day of
Sept, 2011.

Gail Schiess
Notary Signature

Notary-Public-State of
My Commission expires



Large