

CONTRACT FOR PROFESSIONAL LOBBYING SERVICES

THIS CONTRACT (the “Contract”) is entered into by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, a political subdivision of the State of Florida** (the “County”), and **MARK ANDERSON GOVERNMENTAL CONSULTING, LLC**, a Florida Limited Liability Company located at 110 S Monroe Street, Suite 1, Tallahassee, Florida 32301 (the “Consultant”)(each a “Party” and collectively the “Parties”) on the day and year last written below (hereinafter “Effective Date”).

WHEREAS, on January 13, 2003, the Board of County Commissioners (“Board”) entered into an Agreement (CM1143) with Mark Anderson for Professional Lobbying Services to represent the Board before the Legislature, the Cabinet, the Governor and Administrative and State Agencies which was later amended to transfer all responsibilities provided for under the Agreement to Mark Anderson Governmental Consulting, LLC; and

WHEREAS, the Agreement has remained in effect since January 13, 2003, and Mark Anderson, later through Mark Anderson Government Consulting, LLC has established a strong positive rapport with the Board and County staff; and

WHEREAS, the Board has determined that it is necessary, in order to pursue finding of local project(s) and address administrative and legislative issues vital to the citizens of Nassau County, that a lobbyist continue to be retained and to continue for a period of five (5) years; and

WHEREAS, the Board desires that Mark Anderson Governmental Consulting, LLC continue to provide Professional Lobbying Services (the “Professional Services”) and Consultant desires to render said Professional Services to the County; and

WHEREAS, the Professional Services are further described in the Consultant’s Scope of Professional Services, attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, the Board, in accordance with the requirements of law and County policy and based upon the Consultant's assurance that it still has the qualifications, experience, staff and resources, the Board has determined that it would be in the best interest of Nassau County to award a new contract to the Consultant for the rendering of the Professional Services described in Exhibit "A".

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the Parties hereto agree as follows:

SECTION 1. Recitals.

1.1 The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

SECTION 2. Contract Exhibits.

2.1 The Exhibits listed below are incorporated into and made part of this Contract:

Exhibit "A" CONSULTANT'S SCOPE OF PROFESSIONAL SERVICES

Exhibit "B" INSURANCE REQUIREMENTS

SECTION 3. Scope of Professional Services.

3.1 The Consultant shall provide Professional Services in accordance with Exhibit "A".

3.2 The Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Professional Services as is ordinarily provided by a professional under similar circumstances, at the same time, and in the same locality. In the County's sole discretion, upon request by the County, the Consultant shall, at no additional cost to the County, re-perform services which in the sole discretion of the County do not meet the foregoing standard of care.

3.3 Any services requested by the County or the County's representative that are not set forth in Exhibit "A" shall be considered additional services. Any request for additional services shall be mutually agreed upon by the Parties in writing.

SECTION 4. Payment and Invoicing.

4.1 The County shall pay the Consultant Seventy-five Thousand Dollars and 00/100 (\$75,000.00) for the Professional Services referenced in Exhibit "A" for the first (1st) year of the initial Contract term, Seventy-six Thousand, Eight Hundred Seventy-five Dollars and 00/100 (\$76,875.00) for the second (2nd) year of the initial Contract term, Seventy-eight Thousand, Seven Hundred Ninety-six Dollars and 88/100 (\$78,796.88) for the third (3rd) year of the initial Contract term, Eighty Thousand, Seven Hundred Sixty-six Dollars and 80/100 (\$80,766.80) for the (4th) year of the initial Contract term and Eighty-two thousand, Seven Hundred Eighty-five Dollars and 97/100 (\$82,785.97) for the fifth (5th) year of the initial Contract term.

4.2 The Consultant shall submit a copy of all invoices to the County Manager's office and to invoices@nassaucountyfl.com for payment. Each invoice submitted shall include the Contract number referenced and shall be accompanied by a report or statement identifying the nature of the work performed, and compensation for the work performed. The report or statement shall show a summary of fees. The County reserves the right to withhold payment to the Consultant for failure to perform the work in accordance with the provisions of this Contract, and the County shall promptly notify the Consultant in writing if any invoice or report is found to be unacceptable and will specify the reasons therefor. The Consultant shall have thirty (30) days to cure any failure upon written notice. Consultant shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract. The County shall pay the Consultant within 30 days of acceptance of an invoice by the County Manager's office, in

accordance with the State of Florida's Prompt Payment Act found at Section 218.70, Florida Statutes.

4.3 Final Invoice: The Consultant shall submit to County Consultant's final/last billing to County clearly marked as "Final Invoice." Submittal of the Final Invoice by Consultant to County shall indicate that all services have been performed by the Consultant and that all charges and costs have been invoiced by the Consultant to County and that there is no further work to be performed and no further invoices to be submitted under this Contract.

4.4 The Consultant shall return any overpayments, including those due to unearned funds or funds disallowed pursuant to the terms of the Contract, that were disbursed to the Consultant by the County. The Consultant shall return any overpayment within forty (40) days after the earlier of: (1) discovery by the Consultant (including discovery by its independent auditor, if any), or (2) notification by the County of the overpayment.

4.5 The County may, in addition to other remedies available to it at law or equity and upon written notice to the Consultant, retain such monies from amounts due to the Consultant as may be necessary to satisfy any claim for payment, including under the indemnification clause, payment of liquidated damages, and payment for claims asserted by or against the County. The County reserves the right to set off any liability or other obligation of the Consultant or its affiliates to the County against any payments due to the Consultant under any contract with the County. The exercise of these rights will not be a breach of the Contract, nor will they in any way entitle the Consultant to a claim against the County, including for damages.

SECTION 5. County's Responsibility.

5.1 The County shall provide the Consultant with all required data, information, and services regarding the requirements and objectives for the services under this Contract. The

Consultant shall rely upon the accuracy and completeness of any information, reports, data supplied by the County or the County's representative.

5.2 The County hereby designates the County Manager or designee and County Attorney or designee to act on the County's behalf under this Contract. The County Manager and County Attorney, or their designee, under their supervision, shall have complete authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to materials, elements and systems pertinent to the provision of the Consultant's services.

5.3 The County shall be responsible for providing access to all project sites (if required), and for providing project site specific information.

SECTION 6. Term of Contract and Option to Renew.

6.1 The term of this Contract shall begin upon the Effective Date and shall remain in effect for a period of five (5) years from the Effective Date, unless terminated sooner or renewed as provided herein. The term of this Contract may be extended in five (5) year increments, for up to two (2) additional five (5) year terms, upon mutual written agreement between the Consultant and the County.

SECTION 7. Funding.

7.1 The County's performance and obligation under this Contract is contingent upon an annual appropriation by the Board of County Commissioners and is subject to termination based on lack of funding. However, the County's payment for services provided by Consultant shall not be contingent in any way on the enactment, defeat, modification, or other outcome of any specific legislative action, per Section 11.047, Florida Statutes or any specific Executive action, per Section 112.3217, Florida Statutes.

SECTION 8. Expenses.

8.1 The Consultant shall be responsible for all expenses incurred while performing the Professional Services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Consultant's agents, if any, hired by the Consultant to complete the work under this Contract.

SECTION 9. Taxes, Liens, Licenses and Permits.

9.1 The Consultant recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the Professional Services or services or goods purchased under the terms of this Contract. As such, the Consultant shall refrain from including taxes in any billing. The Consultant is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

9.2 The Consultant shall secure and maintain all licenses and permits required to perform the Professional Services and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Contract.

9.3 The Consultant acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Consultant shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

SECTION 10. Governing Law, Venue and Compliance with Laws.

10.1 This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any

applicable federal statutes, rules and regulations. Any litigation arising under or relating to this Contract shall be brought in state court in Nassau County, Florida. **THE PARTIES WAIVE ALL RIGHTS TO TRIAL BY JURY OF ANY ACTION, WHETHER IN LAW OR IN EQUITY, WHICH ARISES UNDER OR RELATES TO THE CONTRACT.** Any alternative dispute resolution proceedings shall occur in Nassau County, Florida.

10.2 The Consultant shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, codes, orders, criteria and standards.

SECTION 11. Reserved.

SECTION 12. Modifications.

12.1 The terms of this Contract may be modified only upon the written and mutual consent of both Parties, and approval by appropriate legal authority as set forth in the County's Purchasing Policy.

SECTION 13. Assignment and Subcontracting.

13.1 The Consultant shall not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the County. However, the Consultant may waive its right to receive payment and assign the same upon written notice to the County. In the event of any assignment, the Consultant remains secondarily liable for the performance of the Contract, unless the County expressly waives such secondary liability in writing. The County may assign the Contract with prior written notice to the Consultant of its intent to do so.

13.2 The Consultant is solely responsible for ensuring that any subcontractor(s) perform in accordance with the Contract, and the Consultant will not be released of its contractual obligations to the County because of any subcontract. The term "subcontractor" includes

affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Consultant at any tier under the Contract. The Contractor shall use only those subcontractors approved by the County in writing. Subcontractors named in this Contract are deemed to be approved by the County. For subcontractors proposed after the Contract Effective Date, the Consultant shall submit a written request to the County specifying (i) the name of the proposed subcontractor; (ii) the services to be performed by the subcontractor; (iii) the time of performance; (iv) the Consultant's proposed method of subcontractor performance monitoring; (v) certification of subcontractor's compliance with all legal and contractual requirements related to performance (e.g., licensing, background screening, insurance, etc.); and (vi) a copy of the subcontract, if requested by the County. The County has the final approval authority of all proposed subcontractors. The Consultant's use of a subcontractor not approved by the County will be deemed a material breach of the Contract. The County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Consultant, at its expense, shall defend the County against such claims.

SECTION 14. Severability.

14.1 If any portion of this Contract is held unenforceable by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions. The Parties shall negotiate in good faith to modify this Contract to give effect to the Parties' original intent to consummate the transactions originally contemplated hereby to the greatest extent possible.

SECTION 15. Termination for Default.

15.1 If the Consultant fails to perform any of its obligations under this Contract, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was

given in writing by the County to the Consultant, or such longer period as the notice may provide, then the County may, without prejudice to any right or remedy the County may have, terminate this Contract.

15.2 Upon termination of this Contract, the Consultant shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated work to the County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 16. Termination for Convenience.

16.1 The County reserves the right to terminate this Contract for convenience in whole or part by giving the Consultant written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Consultant shall only provide those services and/or materials specifically approved or directed by the County. All Contract other rights and duties of the Parties shall continue during such notice period, and the County shall continue to be responsible to the Consultant for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Consultant. The Consultant shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 17. Contingent Fees.

17.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation,

individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. Additionally, the County warrants that its payment for services provided by Consultant is not in any way contingent on the enactment, defeat, modification, or other outcome of any specific legislative action, per Section 11.047, Florida Statutes or any specific Executive action, per Section 112.3217, Florida Statutes.

SECTION 18. Ownership of Documents.

18.1 The Consultant shall be required to work in harmony with other County consultants relative to providing information requested in a timely manner and in the specified form. All documents, records, disks, original drawings, or other information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by the County.

SECTION 19. Force Majeure.

19.1 Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restrictions, strikes and freight embargoes. The failure to perform must be totally beyond the control and without any fault or negligence of the Party seeking to excuse nonperformance.

19.2 In the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any resulting delay or disruption in the Party's performance. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Contract to either Party. In the case of any delay that the Consultant believes is excusable under

this section, the Consultant shall notify the County in writing and describe the cause of the delay within ten (10) days after the cause that created or will create the delay first arose. THE FOREGOING SHALL CONSTITUTE THE CONSULTANT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Consultant of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Consultant shall not be entitled to an increase in the Contract price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Consultant shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Consultant, provided that the Consultant grants preferential treatment to the County with respect to the Deliverables subjected to allocation; (2) purchase from other sources (without recourse to and by the Consultant for the related costs and expenses) to replace all or part of the Deliverables that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

SECTION 20. Access And Audits of Records.

20.1 The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the Professional Services for at least three (3) years after completion

of Contract work. The County and the County Clerk of Court shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours upon five (5) days' written notice to the Consultant.

SECTION 21. Independent Consultant Status.

21.1 The Consultant shall provide the Professional Services as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Consultant or any of its agents or employees to be an agent, employee or representative of the County. The County will not be bound by any action or inaction of the Consultant or its employees, subcontractors, or agents.

21.2 All Consultant employees, subcontractors, or agents performing work under the Contract must be properly trained technicians who meet or exceed any specified training qualifications. Upon request, the Consultant shall furnish a copy of technical certification or other proof of qualification. All Consultant employees, subcontractors, or agents performing work under the Contract shall comply with all Contract terms and controlling laws and regulations relevant to the work being performed. The County may either conduct, and the Consultant shall cooperate in, or require the Consultant to conduct, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Consultant. The County may refuse access to, or require replacement of, any employee, subcontractor, or agent for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the County's security or other requirements. The County may reject and bar from any facility for cause any of the Consultant's employees, subcontractors, or agents.

SECTION 22. Indemnification.

22.1 Consultant's Indemnification. The Consultant shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney's fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant or any persons employed or utilized by the Consultant, in the performance of this Contract. The Consultant shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Consultant's performance under this Contract.

22.2 County's Indemnification. Subject to the limits of Section 768.28, Florida Statutes, the County shall indemnify and hold harmless the Consultant and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney's fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the County or any persons employed or utilized by the County, under this Contract. The County shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the Consultant in connection with this Contract. Nothing contained in this Contract is intended to nor shall it be construed as an additional waiver of sovereign immunity by the County beyond the County's expressed written contractual obligations contained within this Contract, nor shall it be construed as a waiver of any defenses or limitations to any claims, including those based on the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

SECTION 23. Insurance.

23.1 The Consultant shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "B". The policy limits required are to be considered minimum amounts.

23.2 The Consultant shall provide to the County a *Certificate of Insurance* for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

SECTION 24. Dispute Resolution Process.

24.1 In the event of a dispute regarding the interpretation of the Contract, the County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

24.2 In the event the County elects to use the dispute resolution process under this section, the County shall send a written notice to the Consultant, which shall set forth the County's interpretation of the Contract.

24.3 The notice shall set a date and time for the Parties to meet within twenty (20) days from the date of the notice. The Consultant may submit a written response to the County's notice no less than five (5) days prior to the meeting.

24.4 If no satisfactory resolution as to the interpretation of the Contract is reached at the meeting, then the Parties may elect to submit the dispute to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by both Parties.

24.5 The Consultant shall proceed diligently with performance under the Contract pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Contract (under this section or otherwise). Should the Consultant not perform while a dispute is pending, including by not performing disputed work, such nonperformance by the Consultant may be deemed to be an unexcused breach of the Contract which is separate and apart from any other dispute.

SECTION 25. E-Verify.

25.1 The Consultant and its subcontractors shall comply with Section 448.095, Florida Statutes, including the obligation to register with and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the work authorization status of employees. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

25.2 Failure to comply with E-Verify is a material breach of the Contract. If the County terminates the Contract pursuant to Section 448.095(2)(c), Florida Statutes, the Consultant may not be awarded a public contract for at least one (1) year after the date on which the Contract was terminated, and the Consultant is liable for any additional costs incurred by the County as a result of the termination.

SECTION 26. Public Records.

26.1 The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** If the Consultant is acting on behalf of the County as provided under Section 119.011(2), Florida Statutes, then pursuant to Section 119.0701, Florida Statutes, the Consultant shall:

- a. Keep and maintain public records required by the County to perform the Professional Services.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided 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 the Consultant does not transfer the records to the County.
- d. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the

County upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

26.2 A request to inspect or copy public records relating to the Contract shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Consultant of the request, and the Consultant shall provide the records to the County or allow the records to be inspected or copied within a reasonable time.

26.3 Section 119.0701(4), Florida Statutes, governs civil actions for damages for failure by a contract service provider to comply with the public records law. Failure to provide public records within a reasonable time may also subject a contractor to penalties under Section 119.10, Florida Statutes.

26.4 In reference to any public records requested under this Contract, the Consultant shall identify and conspicuously mark specifically any information that the Consultant considers to be exempt from disclosure, citing specifically the statutory basis of the claimed exemption with an explanation as to how it applies. All such materials shall be segregated and conspicuously identified as "EXEMPT FROM PUBLIC DISCLOSURE." Claims of exemption must be made within ten (10) days of the County's request for information, or else such claims are waived. The Consultant shall indemnify, defend, and hold harmless the County (and its employees, agents and

elected and appointed officials) against all claims and costs related to the Consultant's claim of exemption.

26.5 The Consultant shall not divulge to third parties any confidential information obtained by the Consultant or its employees, subcontractors, or agents in the course of performing Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the County. The Consultant will not be required to keep confidential information or material that is publicly available through no fault of the Consultant, material that the Consultant developed independently without relying on the County's confidential information, or material that is otherwise obtainable under Florida law as a public record. To ensure confidentiality, the Consultant shall take appropriate steps as to its employees, subcontractors, and agents.

SECTION 27. Disclosure Of Litigation, Investigations, Arbitration or Administrative Decisions.

27.1 During the term of this Contract, the Consultant shall have the continued duty to disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding (hereinafter "Proceedings") involving the Consultant or the Consultant's officers and directors where the Proceedings relate to the officer or director's business or financial activities. If the existence of the proceeding causes the County concerns that the Consultant's ability or willingness to perform this Contract is jeopardized, the Consultant may be required to provide the County with reasonable written assurance to demonstrate the Consultant can perform the terms and conditions of the Contract.

SECTION 28. Authority to Perform Public Contract.

28.1 The Consultant represents to the County that the Consultant is qualified to transact business with public entities in Florida. Representations in this Section are material inducements

to the County entering into this Contract, and any misrepresentation is cause for Contract termination.

28.2 The Consultant is not prohibited from doing business with public entities under Section 287.133, Section 287.134, Section 287.135, Section 287.1351, Section 287.137, or Section 287.138, Florida Statutes. If the Consultant will have access to any individual's personal identifying information under the Contract, then the Consultant has provided the County the affidavit required by Section 287.138 (4), Florida Statutes.

28.3 The Consultant is not on any list of companies declared ineligible to receive federal contracts (as maintained, for example, by the U.S. Office of Federal Contractor Compliance Programs, Office of Foreign Assets Control, the Excluded Parties List System, etc.).

28.4 The Consultant is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel."

28.5 The Consultant is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (collectively, "Scrutinized List of Prohibited Companies"); to the extent that it is not preempted by Federal law, does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies."

28.6 The Consultant is registered with, and uses, the E-Verify system for all newly hired employees in accordance with Section 448.095, Florida Statutes; and has not, within the last year, had a contract terminated under Section 448.095(5)(c), Florida Statutes, by a public employer, contractor, or subcontractor.

28.7 The Consultant is in compliance with all applicable disclosure requirements set forth in Section 286.101, Florida Statutes, and has not been deemed ineligible for a grant or contract funded by a state agency pursuant to Section 286.101(7), Florida Statutes.

SECTION 29. Anti-Discrimination.

29.1 The Consultant agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations, race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by law.

SECTION 30. Advertising.

30.1 The Consultant shall not publicly disseminate, advertise or publish any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Consultant's name and either description of this Contract or the name of the County in any material published, either in print or electronically, to any entity that is not a Party this Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

SECTION 31. Notices.

31.1 All notices, demands, requests for approvals or other communications given by the Parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as Federal Express), or courier service or by hand delivery to the office of each Party indicated below:

County: Nassau County

Attn: County Manager

96135 Nassau Place

Yulee, Florida 32097

Copy to: County Attorney

96135 Nassau Place

Yulee, Florida 32097

Consultant: Mark Anderson Governmental Consulting, LLC

Attn: Mark Anderson, CEO and Owner

110 S Monroe Street, Suite 1

Tallahassee, Florida 32301

mark@consultanderson.com

(813) 205-0658

SECTION 32. Attorney's Fees.

32.1 Except as expressly provided in statutes governing Contract performance, in the event of any legal action to enforce the terms of this Contract each Party shall bear its own attorney's fees and costs.

SECTION 33. Authority to Bind.

33.1 If the Consultant is a legal entity other than a natural person, it represents and warrants that its undersigned representative has the authority to bind the Consultant to this Contract.

SECTION 34. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.

34.1 In the event of any conflict between the terms of this Contract and the terms of any exhibits or documents, the terms of this Contract shall prevail.

34.2 All representations, indemnifications, warranties and guaranties made by the Consultant in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract, including without limitation the obligations regarding overpayments, confidentiality, indemnity, proprietary interests, and public records.

34.3 The failure of either Party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

34.4 The Consultant warrants that any goods provided by the Consultant under this Contract, which the Consultant is a merchant as defined in the Uniform Commercial Code-Sales, Chapter 672, Florida Statutes, are merchantable and fit for the purposes described in the Contract Scope of Professional Services.

SECTION 35. Construction of Contract.

35.1 The Parties acknowledge that they have fully reviewed this Contract and any exhibits and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any Party as if they were the drafter of this Contract.

SECTION 36. Headings.

36.1 The section headings and captions of this Contract are for convenience and reference of the Parties and in no way define, limit or describe the scope or intent of this Contract.

SECTION 37. Entire Agreement and Execution.

37.1 This Contract, together with any exhibits, constitutes the entire Contract between the County and the Consultant and supersedes all prior written or oral understandings.

37.2 This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

SECTION 38. Change of Laws.

38.1 If a Party believes that a change in any law will have a substantial adverse effect on that Party's rights or obligations under this Contract, then that Party may, upon written notice, require the other Party to enter into good faith negotiations to renegotiate the terms of this Contract. If the Parties are unable to reach an agreement concerning the modification of this Contract within thirty (30) days after the date of the notice seeking renegotiation, then either Party may terminate this Contract by written notice to the other Party. In such event, the Consultant shall be paid its compensation for the Professional Services provided prior to the termination date.

SECTION 39. No Third Party Beneficiaries.

39.1 This Contract is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third parties, including but not limited to the general public, constituents or citizens of the County, nor shall it be construed as enforceable by any third parties.

SECTION 40. Time of the Essence.

40.1 Time is of the essence for all work performed under this Contract. If the Consultant fails to promptly complete work under this Contract, except where such failure to complete the work required is due entirely upon the failure of the County to provide required information, the County may terminate the Contract immediately, purchase substitute Professional Services

elsewhere, and recover from the Consultant any increased costs and damages thereby incurred by the County.

SECTION 41. Further Assurances.

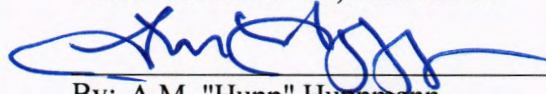
41.1 The Parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be necessary to complete the requirements of the Contract. Each Party shall provide such further documents or instruments requested by the other Party as may be reasonably necessary or desirable to give effect to the Contract and to carry out its provisions. The County is entitled at all times, upon request, to be advised as to the status of work being done by the Consultant and the details thereof.

SECTION 42. Human Trafficking Affidavit.

42.1 Upon execution, renewal or extension of this Contract, the Consultant shall provide the County on a form approved by the County an affidavit signed by an officer or a representative of the Consultant under penalty of perjury attesting that the Consultant does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

IN WITNESS WHEREOF, the Parties have executed this Contract which shall be deemed an original on the day and year last written below

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

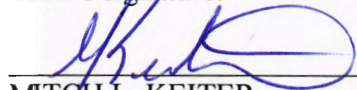


By: A.M. "Hupp" Huppmann

Its: Chairman

Date: 9/17/2025

Attest as to authenticity of the
Chair's signature:



MITCH L. KEITER

Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney

Denise C. May, Esq., BCS
DENISE C. MAY

**MARK ANDERSON GOVERNMENTAL
CONSULTING, LLC**

Mark Anderson

By: Mark Anderson

Its: Mr. Mark Anderson

Date: 8/30/2025

EXHIBIT “A”

CONSULTANT’S SCOPE OF PROFESSIONAL SERVICES

Exhibit "A"

SCOPE OF PROFESSIONAL SERVICES

1. Mark Anderson Governmental Consulting, LLC ("Consultant") shall represent the Board of County Commissioners ("Board") before the Legislature, Cabinet, Governor and his/her staff, and State agencies in the capacity as a "Lobbyist".
2. The Consultant shall consult weekly with the County Attorney and County Manager during the regular Legislative Session and during any and all Special Legislative Sessions and shall provide weekly written Legislative updates to the County Attorney in a format approved by the County Attorney.
3. The County Manager shall provide to Consultant the Legislative priorities of the Board of County Commissioners annually.
4. Annually, the County Manager shall provide a list, in writing, of the projects for which the Board is seeking Legislative funding to the Consultant, and the Consultant shall pursue said funding through the Legislative process, to include the Governor and his/her staff and administrative agencies.
5. The County Attorney or County Manager shall notify the Consultant in writing as to any and all issues, legislation or programs that require contact with the Governor, Legislature and/or State agencies, and the Consultant shall address said issues, legislation or programs.
6. The Consultant shall be responsive to requests by the Board as communicated by the County Attorney or County Manager, either written or telephonic, and shall respond to said communication within twenty-four (24) hours.
7. The Consultant shall appear before the Board as requested by the County Attorney or County Manager upon reasonable notice.
8. The Consultant shall be familiar with and abide by all applicable Legislative, State and legal requirements, including Section 11.047, Florida Statutes, for the duration of the Contract.
9. Outside of any Legislative Session, regular or special, the Consultant shall meet, as requested, with the County Attorney and County Manager to discuss any issues and/or programs related to State agencies. The Consultant shall address said issue(s) and/or program(s) as directed by the County Attorney or County Manager.
10. The Consultant shall assist the County Attorney and County Manager with any funding requests to State agencies as directed by the County Attorney or County Manager.
11. The Consultant shall be paid in accordance with the terms of the Contract and shall provide a detailed accounting of all work performed on behalf of the Board, County Attorney and County Manager, including, but not limited to, time spent meeting or communicating with Legislators and State agencies with each invoice submitted for payment.

**EXHIBIT “B”
INSURANCE REQUIREMENTS**

GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

This additional coverage will be required for all projects involving consultants, engineering services, architectural or design/build projects, independent testing firms and similar exposures.

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Professional Liability insurance coverage for the life of this Contract.

If the contract includes a requirement for Professional Liability or Errors and Omissions insurance, the minimum amount of such insurance shall be as follows:

Each Occurrence/Annual Aggregate –	\$1,000,000
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Design Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claims Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Vendor/Contractor shall require each of his Sub-Vendor/Contractors to likewise purchase and maintain at their expense the same limit and requirements as the Vendor/Contractors insurance.

Certificates of Insurance and the insurance policies required for this Agreement shall contain –

- **Endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.**
- **Provision that policies, except Workers' Compensation, are primary and noncontributory.**

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Vendor/Contractor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Vendor/Contractor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Vendor/Contractor, in which event, Vendor/Contractor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Vendor/Contractor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Vendor/Contractors coverage based on the evidence of insurance provided by the Vendor/Contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of Vendor/Contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Vendor/Contractors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Vendor/Contractor's right under any policy with higher limits, and no policy maintained by the Vendor/Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Vendor/Contractor should maintain. Vendor/Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

Exhibit "B"

If the insurance of any Vendor/Contractor or any Sub-Vendor/Contractor contains deductible(s), penalty(ies) or self-insured retention(s), the Vendor/Contractor or Sub-Vendor/Contractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Vendor/Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.