

AGREEMENT TO ASSIGNMENT OF CONTRACT

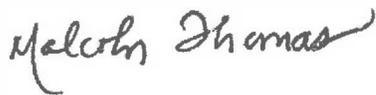
The undersigned (referred to as "client") which is party to an agreement with Mixon and Associates, Inc. (referred to as "lobbyist") for the provision of legislative representation, having been informed that the lobbyist, effective February 1, 2017, will be rendering services under a new relationship with the Rutledge Ecenia, P.A., law firm, whose address is 119 South Monroe Street, Suite 202, Tallahassee, Florida 32301, by these presents consents to the lobbyist's assignment of the client's contract duties and benefits to Rutledge Ecenia, P.A.

It is understood that the day-to-day services to be provided to the client will be fulfilled by the same persons who provided such services for Mixon and Associates, Inc. However, such services will now be provided under the umbrella of Rutledge Ecenia, P.A.

Commencing on February 1, 2017, any payments required to be made to the lobbyist for services rendered after February 1, 2017, shall be made payable to "Rutledge Ecenia, P.A." and mailed or delivered to 119 South Monroe Street, Suite 202, Tallahassee, Florida 32301.

Agreed to this 19th day of January, 2017.

Escambia County Schools



Superintendent Malcolm Thomas

AGREEMENT FOR CONSULTANT SERVICES FOR THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA

This Agreement is made and entered into this 17th day of December 2013, by and between the School Board of Escambia County, Florida ("the Board"), and Mixon and Associates, Inc. ("the Firm").

In consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. Agreement. The Board hereby retains the Firm and the Firm hereby agrees to represent the Board as set forth herein. The contact for the Firm responsible for representation of the Board on this Agreement will be James P. Hamilton, Ph.D., Consultant, Governmental Affairs.

2. Term. The term of this Agreement shall begin on the 1st day of January 2014 and expire on the 31st day of December 2014. This contract may be renewed annually, by mutual consent, for two (2) additional one (1) year periods commencing January 1st, 2015 and 2016 unless amended or terminated with three (3) months' notice prior to these commencement dates.

3. Scope of Services. The scope of services to be rendered by the Firm shall be as set forth in "Performance Criteria" to this Agreement which is attached hereto and made a part hereof.

4. Compensation. Compensation to the Firm shall be made by the Board as follows:

a) Fees. The amount due in fees from the Board to the Firm for the term of this Agreement is \$25,500 for the twelve (12) months. Such fee will be billed by the Firm on a monthly basis.

b) Out of Pocket Expenses. Out of pocket expenses shall be paid separately, and will be billed by the Firm and paid by the Board. Expenses will include the following: Long distance telephone calls to or on behalf of Board; postage and overnight delivery; travel at the School District of Escambia County rates when approved in advance by the Superintendent or primary contact person within the District. Out of pocket expenses shall not exceed \$1,500.00 annually and will be billed by the Firm on a monthly basis.

5. Relationship Between the Parties. The parties to this contract agree that the Firm is neither an agent nor an employee of the Board, and neither it nor its employees are entitled to the benefits provided by the Board to its employees, including, but not limited to, compensation, insurance and unemployment compensation insurance.

6. Entire Understanding. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date and year first above written.

SCHOOL BOARD OF ESCAMBIA COUNTY

MIXON & ASSOCIATES, INC.

By:

Chairman

By:

M. Juhan Mixon, Ed.D., President

12/17/2013

Date

It is understood that Board Members will be mailed updates.

ATTEST

APPROVED FOR LEGAL CONTENT
FOR Dec 2013 AGENDA

By:

Malcolm Thomas, Superintendent

NOV 25 2013

GENERAL COUNSEL
ESCAMBIA COUNTY SCHOOL BOARD

APPROVED
ESCAMBIA COUNTY SCHOOL BOARD

DEC 17 2013

MALCOLM THOMAS, SUPERINTENDENT
VERIFIED BY RECORDING SECRETARY

"PERFORMANCE CRITERIA"

GENERAL GOVERNMENT

- A. Assist the District in obtaining priority items on the legislative recommendations of the Commissioner of Education and Governor.
- B. Obtain copies of bills related to education for review by Board Members, Superintendent and District staff, and to assist staff in presenting before the Legislature. Inform the Superintendent and District staff regarding calendars, events, committees, etc., which would have an impact on the District's educational initiatives.
- C. Meet with Board Members and the Superintendent and facilitate their contacts with Legislators, Department of Education staff, Governors Office and Members of the State Board of Education.
- D. Provide enhanced support for the Board and Superintendent through the firm's Pensacola based associate, James P. Hamilton, PhD. including meeting with the Board and Superintendent when he is not on duty out of town.
- E. Communicate with the Board chairperson and the Board Legislative Chairperson and the Superintendent on a regular basis throughout the year.
- F. Represent the Board, Superintendent, and District at meetings with Commissioner of Education, Governor's staff and agency staff to discuss positions and priorities of the District when needed.
- G. Meet with District administrative staff and the Board annually to answer questions and review priorities regarding legislative actions.
- H. Attend and represent Board at the Revenue Estimating, Lottery Estimating, and FTE Estimating Conferences and with Department of Education staff when interests of the Board are at issue.
- I. Maintain regular and frequent contact with District administrative staff by telephone and provide a written report to the Board on activities of the Legislature throughout the Session. Provide the Superintendent and each Board Member with a summary of Legislation book at the conclusion of the session.
- J. Work with the District finance officer and Superintendent to determine impact and strategy for influencing legislative funding proposals, and establish link with that

office so that legislative funding alternatives can be immediately analyzed by District staff to determine impact on the District.

- K. Request and arrange for District staff to testify on issues before the Legislature.

STATE BOARD OF EDUCATION AND AGENCY

- L. Monitor, actively assist and expedite District projects and concerns in the Department of Education, including, but not limited to, proposals, audits, plant surveys, program reviews, HRMD, management plans, Professional Practices cases, and certification problems.
- M. Inform District about criteria and process of evaluation of projects, obtain status of plans submitted to the Department of Education, and serve as an extension of District staff in Tallahassee.
- N. Represent District concerns before other state agencies, including, but not limited to, Auditor General, Health and Rehabilitative Services, Environmental Regulation, and Department of Natural Resources.
- O. Schedule meetings between Board Members and District staff with members of the State Board of Education, appropriate Department of Education staff and other agency personnel upon request.
- P. Consult with members of the State Board of Education and/or their staff to provide information to said members which would positively influence the outcome of State Board activities, including drafting or revising language in Rules and recommendations which would reflect needed changes consistent with District objectives.
- Q. Provide conference room space in the Firm's offices when meetings are scheduled in Tallahassee.
- R. Provide Status Reports of bills of interest on a weekly basis. (Bills would be faxed or emailed by subject, e.g. Pre-K, Elem. Ed., Sec. Ed., Finance, Curriculum, etc.)
- S. Fax or email on an immediate (daily) basis the activities of bills of special interest as identified by the School Board.
- T. Furnish research into areas of legislative interest as requested by the School Board and Superintendent.

PO DATE
01/13/2014

THE SCHOOL DISTRICT OF ESCAMBIA COUNTY

ACCOUNTS PAYABLE
 75 NORTH PACE BLVD.
 PENSACOLA, FL 32505
 ORDER QUESTIONS: 850-469-6202

PURCHASE ORDER NUMBER
5001400007

VENDOR KEY : MIXON & 000
 SHIP DATE : 01/16/2014
 FISCAL YEAR : 2013-2014
 ENTERED BY : DAVISCIN000
 ORIGINAL REQ # : 0000131586

PRINTED 01/13/2014

STATE SALES TAX EXEMPTION 85-8013416509C-6

VENDOR:
 MIXON & ASSOCIATES INC
 PO BOX 10524
 TALLAHASSEE, FL 32301

SHIP TO:
 SUPERINTENDENTS OFFICE
 75 N PACE BOULEVARD
 PENSACOLA, FL 32505

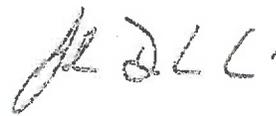
PHONE: (850) 222-2591
 FAX: (850) 425-5288

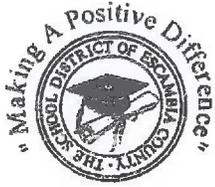
ATTN: JACKIE DWELLE

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
1		LEGISLATIVE LIAISON/CONSULTANT/LOBBYIST SERVICES	27000.00000	27,000.00
		<p>ALL CHANGES TO THIS PURCHASE ORDER MUST BE APPROVED BY JOHN DOMBROSKE. PLEASE CONTACT MR. DOMBROSKE FOR ANY QUESTIONS REGARDING THIS PURCHASE ORDER AT 850-469-6202 (PHONE); JDOMBROSKE@ESCAMBIA.K12.FL.US (EMAIL).</p> <p>APPROVED BY THE SCHOOL BOARD OF ESCAMBIA COUNTY, DECEMBER 17, 2013, AI V.b.2.E. #9.</p> <p>EFFECTIVE DATES: JANUARY 1, 2014 THROUGH DECEMBER 31, 2014.</p> <p>PURCHASE ORDER ISSUED IN CONJUNCTION WITH AGREEMENT FOR CONSULTANT SERVICES DATED DECEMBER 17, 2013.</p>		
PURCHASE ORDER INVALID WITHOUT AUTHORIZING SIGNATURE			PAGE TOTAL	27,000.00
			TOTAL	27,000.00

PURCHASE APPROVED BY:

The purchase order number must appear on all packages, shipping papers and invoices. Notice of any changes in the pricing, availability, and the terms and conditions of this purchase order must be conveyed to the Purchasing Department prior to shipment. The terms and conditions, which are part of this order, are posted at: http://old.escambia.k12.fl.us/adminoff/finance/purchasing/supplier_homepage.html under Purchase Order Terms and Conditions.





THE SCHOOL DISTRICT OF ESCAMBIA COUNTY

75 NORTH PACE BLVD.
PENSACOLA, FL 32505-7965
PHONE (850) 469-6202, FAX (850) 469-6271
<http://www.escambia.k12.fl.us>
MALCOLM THOMAS, SUPERINTENDENT

January 15, 2014

M. Juhan Mixon, Ed.D.
President
Mixon & Associates Inc.
P.O. Box 10524
Tallahassee, FL 32302-2524

Re: Agreement for Consultant Services from 1/1/14 – 12/31/14

Dear Mr. Mixon:

Enclosed are three copies of the above named Agreement between the Escambia County School District and Mixon & Associates Inc. that was approved by the School Board on December 17, 2013 and a Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions form. Also attached is PO #5001400007.

Please sign all copies of these agreements and the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions. Request that you **return two (2) fully executed copies of each of the Agreements and a fully executed copy of the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions** to my attention.

Sincerely yours,


John Dombroskie.
Director of Purchasing

JD/cd
Enclosures