



Contract # C-15-0005-SM-A2
Approval Date: _____

The School District of Osceola County, Florida

Second Amendment to Agreement

THIS SECOND AMENDMENT TO AGREEMENT ("Second Amendment") is entered into by and between **The School Board of Osceola County, Florida**, (hereinafter "School Board"), whose address is 817 Bill Beck Boulevard, Kissimmee, Florida 34744, and **Mixon and Associates, Inc.** (hereinafter "**Contractor**"), whose address is 119 East Park Avenue, Tallahassee, FL 32301.

WHEREAS, the **School Board** and the **Contractor** entered into that certain Agreement dated May 22, 2014, for lobby services on behalf of the School Board's interests and First Amendment dated February 22, 2016 to extend the term of the services for an additional two (2) year period; and

WHEREAS, the parties desire to further amend the Agreement with this document.

NOW, THEREFORE, the parties hereto amend the Agreement as follows:

1. The Recitals in the WHEREAS clauses are incorporated by reference and made a part of this Agreement.
2. As per the attachment, Mixon and Associates, Inc. and Rutledge Ecenia, P.A. have entered into that certain merger to which Mixon and Associates, Inc. has agreed to assign their contract duties and benefits to Rutledge Ecenia, P.A. as of January 1, 2017.
3. Rutledge Ecenia, P.A. will now be the managing firm for services. However, the day-to-day services to be provided and fulfilled will still be provided by the employees of Mixon and Associates, Inc.
4. Commencing January 1, 2017, any payments for services shall be made payable to Rutledge Ecenia, P.A. and mailed or delivered to 119 South Monroe Street, Suite 202, Tallahassee, FL 32301.
5. This amendment gives the School Board's consent to assign ownership of the Agreement from Mixon and Associates, Inc. to Rutledge Ecenia, P.A.
6. Except as herein expressly modified, the Agreement for Contract #C-15-0005-SM dated May 22, 2014 and First Amendment C-15-0005-SM-A1 dated February 22, 2016, shall otherwise remain in full force and effect, subject to all terms and conditions therein.

[Signature Page to Follow]

IN WITNESS WHEREOF, this Second Amendment to Agreement has been executed by the parties on the date and year last set forth below.

THE SCHOOL BOARD OF
OSCEOLA COUNTY, FLORIDA

By: _____
Dr. Debra P. Pace, Superintendent

Date Approved: _____

ATTEST (WITNESS):

By: _____

Print Name: _____

Title: _____

MIXON AND ASSOCIATES, INC.

By: Anna Corinne Mixon

Print Name: Anna Corinne Mixon

Title: President

Date: 1/12/16

ATTEST (WITNESS):

By: Jessica Janasiewicz

Print Name: Jessica Janasiewicz

Title: Senior Consultant, Gov. Affairs

RUTLEDGE ECENIA, P.A.

By: Jonathan M. Costello

Print Name: Jonathan M. Costello

Title: Governmental Consultant

Date: 1/12/17

ATTEST (WITNESS):

By: Mark D. Landreth

Print Name: MARK LANDRETH

Title: Sr. Dir. Govt Relations



Contract # C-15-0005-SM-A1

Approval Date: 2/22/2016

The School District of Osceola County, Florida

First Amendment to Agreement

THIS FIRST AMENDMENT TO AGREEMENT ("First Amendment") is entered into by and between The School Board of Osceola County, Florida, (hereinafter "School Board"), whose address is 817 Bill Beck Boulevard, Kissimmee, Florida 34744, and **Mixon and Associates, Inc.**, (hereinafter "Contractor"), whose address is 119 East Park Avenue, Tallahassee, FL 32301.

WHEREAS, the School Board and the Consultant entered into that certain Consultant Services Agreement dated May 22, 2014 and bearing Contract No.: C-15-0005-SM (hereinafter "**Original Agreement**"); and

WHEREAS, pursuant to said Original Agreement, Consultant provides lobbying services on behalf of the School Board's interests pursuant to the "Performance Criteria" outlined in Exhibit A of the Original Agreement; and

WHEREAS, Paragraph 3 of the Consultant Services Agreement provides that the Agreement may be extended by supplement to the Original Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. The parties agree to extend the term of the Agreement for an additional two (2) years ("renewal period"), commencing on January 31, 2016 and ending on January 30, 2018.
2. Compensation and Payment is hereby extended in the amount of \$27,000.00 for the renewal period ending January 30, 2018.
3. Except as herein expressly modified, the Consultant Services Agreement for lobbying services on behalf of the School Board's interests pursuant to the "Performance Criteria" outlined in Exhibit A of the Original Agreement dated May 22, 2014 shall otherwise remain in full force and effect, subject to all terms and conditions therein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this First Amendment to Agreement has been executed by the parties of the date and year set forth below.

THE SCHOOL BOARD OF
OSCEOLA COUNTY, FLORIDA

By: Melba Luciano
Melba Luciano, Superintendent

Date Approved: 2/22/16

CONTRACTOR: MIXON AND ASSOCIATES
INC.

By: Jessica Janasiewicz
Print Name: Jessica Janasiewicz

Title: Senior Consultant, Gov. Affairs
Date: 2/3/16

ATTEST (WITNESS):

By: Tonya Culver
Print Name: Tonya Culver
Title: Secretary

ATTEST (WITNESS):

By: Anna C. Mixon
Print Name: Anna C. Mixon
Title: Director

PRINCIPAL/DEPT. HEAD SIGNATURE:

By: John Boyd
Print Name: John Boyd
Print Title: Director
Date: 2/17/16

YEAR	FND	CNTR	PROJECT	FUNC	OBJT	PRG	S	AMOUNT
2015-2018	100	9505	1010361	7100	3100	000	0	\$27,000.00

Send required insurance certificates to the Purchasing Department.
New Vendors: Send completed Vendor Certification, W-9, and Vendor Information Forms to Accounts Payable Department.

Contractor Contact Name: M. Juhon Mixon or Jessica Janasiewicz
Email Address: juhan@mixonandassociates.com or jessica@mixonandassociates.com
Phone Number: (850) 222-2591
Fax Number: (850) 425-5268