

SECOND ADDENDUM TO AGREEMENT

THIS ADDENDUM dated this 21<sup>st</sup> of January, 2005, by and between 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 parties entered into an Agreement dated January 13, 2003; and

WHEREAS, the parties desire to amend said agreement.

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. Paragraph 11 of the Agreement between the parties dated January 13, 2003, shall be amended as follows:

11. Anderson shall be paid a fee of ~~three thousand three hundred thirty-three and no/100 dollars (\$3,333.00)~~ twenty-five thousand dollars (\$25,000.00) for the term of this Agreement or two thousand seven hundred seventy-seven and 77/100 dollars (\$2,777.77) per 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. Should the County elect to cancel this Agreement at any time without cause before September 30, 2005, the balance due shall be paid to Anderson.

2. Paragraph 13 of the Agreement between the parties dated January 13, 2003, shall be amended as follows:


12. The term of this Agreement shall commence on ~~January 20, 2003~~ January 1, 2005, and shall terminate on ~~January 20, 2004~~ September 30, 2005. Said Agreement may be renewed for annual terms and upon conditions as agreed to by both parties. This Agreement by 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. If the Agreement is terminated for cause and there are months is a time period left on the contracts, there shall be no compensation due shall not include the months in which no work was performed for the period remaining on the contract.

3. All other provisions of the Agreement between the parties dated January 13, 2003, shall remain in full force and effect.

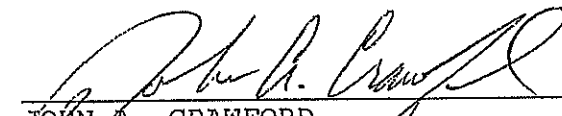
4. Time is of the essence.

BOARD OF COUNTY COMMISSIONERS

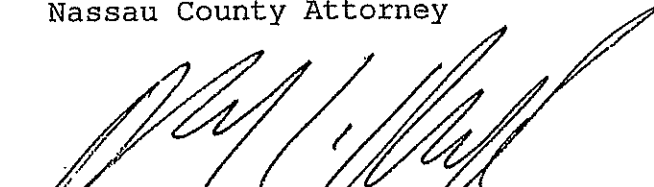
NASSAU COUNTY, FLORIDA

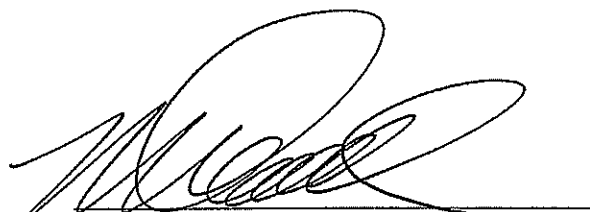
  
ANSLEY N. ACREE  
Its: Chairman

ATTEST:

  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney

  
MICHAEL S. MULLIN

  
MARK ANDERSON

h/anne/agreements/lobbyist-2nd-addendum