

FIFTH ADDENDUM TO AGREEMENT

THIS FIFTH ADDENDUM dated this 8th day of October, 2007, 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 renew 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 sixty thousand (\$60,000.00) for the term of this Agreement or five thousand and no/100 dollars (\$5,000.00) 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 attached to his monthly invoice and provided to the County Attorney, ~~for recommendation of approval to the Clerk, with a copy to the~~

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COUNTY ATTORNEY

~~Clerk of the Court~~ with a recommendation of approval for payment to the Clerk. 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, ~~2007~~ 2008, the balance due shall be paid to Anderson.

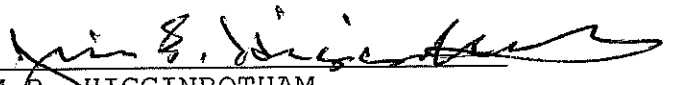
2. Paragraph 13 of the Agreement between the parties dated January 13, 2003, shall be amended as follows:

13. The term of this Agreement shall commence on October 1, ~~2006~~ 2007, and shall terminate on September 30, ~~2007~~ 2008. 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 for cause and there is a time period left on the contracts, there shall be no compensation due 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.

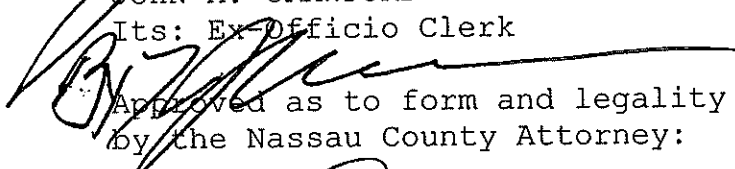
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


JIM B. HIGGINBOTHAM
Its: Chairman

ATTEST as to Chairman's
Signature:

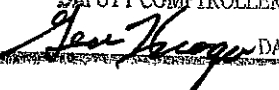

JOHN A. CRAWFORD

Its: Ex-Officio Clerk


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


DAVID A. HALLMAN

REVIEWED BY GENE KNAGA
DEPUTY COMPTROLLER

 DATE 12/8/07

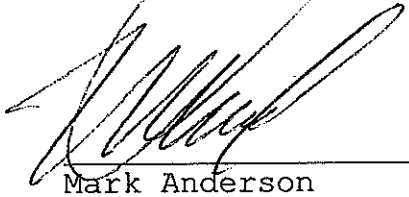

MARK ANDERSON

h/legal/agreements/lobbyist-5th-addendum

See addendum

NOVEMBER 2007 ADDENDUM TO AGREEMENT

"Detailed activity sheet" is defined as any communication between Anderson and the BOCC and/or County Attorney David Hallman in the form of email, telephonic or in person legislative updates on issues pertaining to the Nassau BOCC's agenda.



Mark Anderson

David Hallman
County Attorney

Marianne Marshall
Nassau BOCC Chairman

John Crawford