

SECOND ADDENDUM TO AGREEMENT

THIS ADDENDUM dated this 1<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.

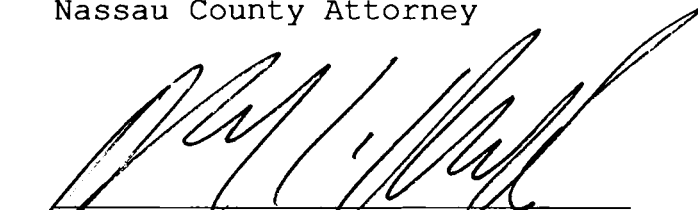
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

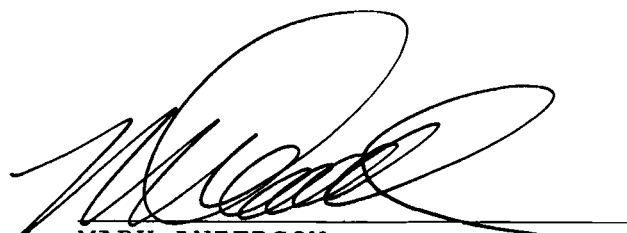
  
ANSLEY N. ACREE  
Its: Chairman

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

NEGOTIATION SESSION  
WITH  
MARK ANDERSON, LOBBYIST  
AUGUST 20, 2003  
4:00 P.M.

Present: J. M. Chip Oxley, Jr.  
Michael S. Mullin  
Mark Anderson  
Joan Blanchard, Recording Secretary

Mr. Mullin informed Mr. Anderson that the Board had originally requested that he and Mr. Oxley discuss with him the amount he would be willing to reduce his lobbyist fee. Now the Board's second thought is to discuss service on a case-by-case basis. Mr. Anderson stated that he had reluctance to this suggestion due to the continuity of work that has to be done and the necessity to maintain continuity with State agencies. Mr. Anderson was agreeable to discussing a reduction in his total fee; however, he did not feel it advisable to lobby on a stop and start basis. He felt it is necessary to maintain the presence of Nassau County in Tallahassee all the time. Mr. Mullin was of the opinion that the Board has two choices: (1) eliminate the lobbyist or (2) inform him the amount it is willing to pay. Mr. Oxley stated he did not see how this could be accomplished piecemeal.

Mr. Anderson reiterated his concern for the continuity and felt the County could end up paying more on the case-by-case basis.

Mr. Oxley stated that he felt the Board has two choices; (1) stay with what they have or (2) eliminate the lobbyist completely.

Mr. Anderson advised that he has another person that he pays for assistance from the fee that he receives from the County.

The group reviewed a survey from surrounding counties concerning the amount they pay their lobbyists. Mr. Anderson suggested reducing his fee to \$30,000 and would do the same work. He requested that the Board identify what they want him to work on. Mr. Mullin stated he would tell the Board that he feels the case-by-case basis would be too cumbersome and does not work well financially either for Mr. Anderson or the Board, and Mr. Oxley agreed. Mr. Oxley suggested that Mr. Anderson give them a range for reducing his fee and further suggested Mr. Anderson send him an e-mail on Thursday, August 21, telling him what percentage he would reduce his fee.

Mr. Anderson described his activities and his contacts in Tallahassee and stated that the Board needs to look at the value and what can be potentially realized from the appropriations bill next year.

Mr. Mullin requested that Mr. Anderson e-mail him and he will take it to the Board at its meeting on Monday, August 25.

The meeting adjourned at 5:00 P.M.

about:blank

FedEx USA Airbill Express

FedEx Tracking Number

8360 7124 8348



Send

R:board min

1 From Please print and press hard. Date 1-16-03 Sender's FedEx Account Number 1655-6271-2

Sender's Name Michael S. Mullin Phone (904) 321-5703

Company BOARD OF COUNTY COMMISSIONERS

Address 191 NASSAU PL Dept./Floor/Suite/Room

City YULEE State FL ZIP 32097

2 Your Internal Billing Reference Lobbyist Contract

3 To Recipient's Name MARK ANDERSON Phone (850) 561-8600

Company

Address 108 EAST JEFFERSON STREET To "HOLD" at FedEx location, print FedEx address We cannot deliver to P.O. boxes or P.O. ZIP codes.

Address SUITE D Dept./Floor/Suite/Room

City TALLAHASSEE State FL ZIP 32301

Try online shipping at fedex.com

By using this Airbill you agree to the service conditions on the back of this Airbill and in our current Service Guide, including terms that limit our liability.

Questions? Visit our Web site at fedex.com or call 1.800.Go.FedEx® 800.463.3339.

0223473430

4a Express Package Service Packages up to 150 lbs. Delivery commitment may be later in some areas.
FedEx Priority Overnight Next business morning
FedEx Standard Overnight Next business afternoon
FedEx First Overnight Earliest next business morning delivery to select locations
FedEx 2Day Second business day
FedEx Express Saver Third business day
FedEx Envelope rate not available. Minimum charge: One-pound rate

4b Express Freight Service Packages over 150 lbs. Delivery commitment may be later in some areas.
FedEx 1Day Freight\* Next business day
FedEx 2Day Freight Second business day
FedEx 3Day Freight Third business day
\* Call for Confirmation

5 Packaging Declared value limit \$500
FedEx Envelope\*
FedEx Pak\* Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak
Other

6 Special Handling Include FedEx address in Section 3.
SATURDAY Delivery Available ONLY for FedEx Priority Overnight and FedEx 2Day to select ZIP codes
HOLD Weekday at FedEx Location NOT Available for FedEx First Overnight
HOLD Saturday at FedEx Location Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations
Does this shipment contain dangerous goods? One box must be checked.
No Yes As per attached Shipper's Declaration Yes Shipper's Declaration not required Dry Ice Dry Ice, 9 UN 1845 x kg
Dangerous Goods (including Dry Ice) cannot be shipped in FedEx packaging. Cargo Aircraft Only

7 Payment Bill to: Enter FedEx Acct. No. or Credit Card No. below.
Sender Acct. No. in Section 1 will be billed Recipient Third Party Credit Card Cash/Check
FedEx Acct. No. Credit Card No. Exp. Date

Total Packages Total Weight Total Declared Value! \$ .00
\*Our liability is limited to \$100 unless you declare a higher value. See back for details. FedEx Use Only

8 Release Signature Sign to authorize delivery without obtaining signature.

By signing you authorize us to deliver this shipment without obtaining a signature and agree to indemnify and hold us harmless from any resulting claims.

447

SRS • Rev. Date 4/02 • Part #1516105 • ©1994-2002 FedEx • PRINTED IN U.S.A.

it position. He requested Governor's staff, and on current issues, and County Attorney to sioner Samus concurred RFQ process for a sole moved by Commissioner ne item budget for the Mr. Mullin expressed h each issue while staying re multiple issues at hand. ny and all issues. The er, for clarification were y Commissioner Samus to support the Board's issues he limits of the County's action from the County's the \$40,000 in a new account otion as amended carried

12/4/2008