

CONSULTING AGREEMENT

This consulting agreement made this 13 day of NOVEMBER, 1984, by and between LANGTON ASSOCIATES, INC., hereinafter referred to as "Langton", and NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS, hereinafter referred to as "Client" on the following terms and conditions:

RECITALS

WHEREAS, Langton is a corporation engaged in the business of offering consulting support for municipalities, cities and other governmental bodies, and

WHEREAS, Client is in the need of professional services of consulting for the purpose of obtaining various governmental grants and assistance offered by various governmental agencies and bodies, and

WHEREAS, the parties are desirous to enter into this contract, to establish a contractual relationship and set up the fees to be charged by Langton to Client for the services to be rendered and to establish the guidelines of consulting work to be preferred, it is therefore, agreed as follows:

1. Langton agrees to provide professional consulting services to Client for term of one (1) year, commencing October 1, 1984 and ending on September 30, 1985. Langton agrees to exercise his best efforts to obtain governmental grants and benefits for Client. It is understood however, that Langton cannot guarantee results of that any certain amount of funds that will be obtained for Client.

2. In exchange for Langton performing the services as established herein and devoting his time, Client agrees to pay Langton the sum of \$12,000.00 and Client agrees that that sum may increase to \$16,000.00 based upon the availability of funds. Client agrees that payment herein shall be made monthly by the 10th day of the following month after the invoice rendered by Langton.

3. Client shall require the prior approval of travel expenses to be incurred by Langton and Langton shall notify Client 15 days in advance of any requested travel unless said time is waived by Client.

4. Client agrees to pay, assuming prior approval, all the expenses of Langton in conjunction with his services directly relating to Client. This shall include, but

not be limited to, travel expenses, which shall be air expense on coach flights; car rental, hotel (at commercial rate); food (maximum of \$25.00 per day). Langton will submit the invoice for these expenses which shall be paid together with the salary by the next month.

5. This contract may be cancelled by either party without cause upon the giving of a thirty (30) days written notice and the Client's obligations for any remaining contractual payments shall cease. The written notice shall be sent by certified mail as follows:

- A. As to Langton
1618 Talbot Avenue
Jacksonville, Florida 32205
- B. As to Client
Board of County Commissioners
Post Office Box 1010
Fernandina Beach, Florida 32034

6. Should the Client obtain any grants or benefits after the termination of this contract, which said benefits are a direct result of the efforts of Langton, then Client agrees to pay a reasonable rate of compensation; However, said rate shall not exceed the rate set forth in paragraph two (2).

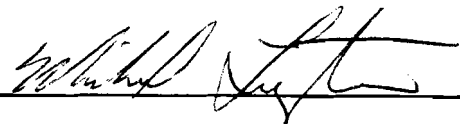
7. Guarantee: If, during the term hereof, Langton fails to produce or otherwise obtain grant revenues equal to or in excess of the compensation provided herein, Langton will promptly reimburse Client for the total sum of the difference, up to and including the total amount herein provided.

8. Should litigation be necessary to enforce any provision of this Agreement, then the prevailing party shall be entitled to recover a reasonable attorneys fee from the other side.

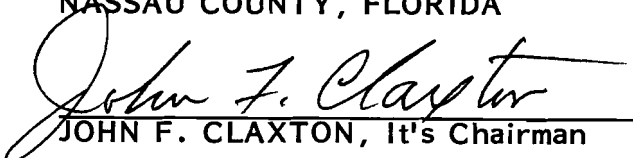
Witnesses:

LANGTON ASSOCIATES, INC.

Maurice E. Babcock
Margie J. Armstrong

By: 

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


JOHN F. CLAXTON, It's Chairman

ATTEST:


T. J. GREESON, It's Clerk