

CONSULTING AGREEMENT

This consulting agreement made this 14th day of March, 1989, by and between Langton Associates, Inc., hereinafter referred to as "Langton", and Nassau County, Florida, hereinafter referred to as "Client" on the following terms and conditions:

RECITALS

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

WHEREAS, Client is in need of professional consulting services for the purpose of obtaining Recreation Grant Funds, 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 guidelines of consulting work to be performed,

IT IS THEREFORE agreed as follows:

1. Langton agrees to provide professional consulting services to Client for the purpose of preparing and submitting an application to the Florida Recreational Development Assistance Program or the Federal Land and Water Recreational Program:

It is understood, however, that Langton cannot guarantee results that any certain amount of funds 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 Seventy Five Dollars (\$75.00) per hour, not to exceed Three Thousand Dollars (\$3,000.00). Client agrees that payment herein shall be made upon completion of the application after the invoice rendered by Langton, but not before October 1, 1989.

3. Langton agrees to devote the necessary time and performance of his duties for Client. Inasmuch as the professional services rendered are of a subjective nature, the subject to differences of opinion, the mutual

confidence and respect is necessary. Accordingly, this contract can be terminated by either party without cause upon the giving of a thirty (30) day written notice as follows:

- A. As to Langton
4244 St. Johns Avenue
Jacksonville, Florida 32210

- B. As to Client
Nassau County
Post Office Drawer 1010
Fernandina Beach, Florida 32034

4. 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.

LANGTON ASSOCIATES, INC.

Kathya Blockinger By: Michael Langton
Witness as to Langton Michael Langton, President

NASSAU COUNTY

[Signature] By: James E. Testone
Witness as to James E. Testone
Nassau County Chairman
Board of County Commissioners



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. Box 1010
Fernandina Beach, Florida 32034

Jim B. Higginbotham	Dist. No. 1 Fernandina Beach
Hazel Jones	Dist. No. 2 Fernandina Beach
Tom Branan	Dist. No. 3 Yulee
James E. Testone	Dist. No. 4 Hilliard
Jimmy L. Higginbotham	Dist. No. 5 Callahan

T.J. "Jerry" GREESON
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

March 27, 1989

Mr. Michael Langton
President
Langton Associates, Inc.
4244 St. Johns Avenue
Jacksonville, FL 32210

Re: Contract to Prepare Recreation Grant for Hilliard Ballfields

Dear Mike:

Enclosed please find your copy of the above-mentioned Contract which has been approved by the Board.

If this office can be of any further assistance, please do not hesitate to contact me.

Sincerely,


T. J. "Jerry" Greeson
Ex-Officio Clerk

TJG/mja

Enclosure

BOARD MEETING

DATE: 3/14

ACTION: 1

INFO:

1989

LANGTON ASSOCIATES, INC.

4244 ST. JOHNS AVE. □ JACKSONVILLE, FLORIDA 32210 □ (904) 387-3342

February 28, 1989

Honorable James E. Testone, Chairman
Nassau County Board of County Commissioners
Post Office Drawer 1010
Fernandina Beach, Florida 32034

RE: Contract to Prepare Recreation Grant for
Hilliard Ballfields

Dear Commissioner Testone:

I understand that at a recent County Commissioners Meeting, Mr. Wayne Hodges requested the Commission hire our firm to accomplish the above mentioned task. I am delighted to hear the Commission approved this request and I look forward to working in your behalf once again.

I have enclosed two (2) copies of our proposed contract for your consideration.

Briefly, the terms of the agreement are as follows:

1. Langton Associates, Inc., will prepare a grant application to the Florida Recreational Development Assistance Program or the Federal Land and Water Recreational Grant Program for ballfields to be constructed near Hilliard.
2. Our fee will be based at \$75.00 per hour, not to exceed \$3,000.00 total.
3. Our fee will be payable upon completion of the project, but not before October 1, 1989.

If the contract meets with your approval, please sign both, returning one for our files. Thank you.

Sincerely,



Michael Langton
President

ML/kb

Enclosures (2)