

**AGREEMENT TO PROVIDE
PROFESSIONAL CONSULTING SERVICES TO
NASSAU COUNTY, FLORIDA**

THIS AGREEMENT, entered into this 13th day of March, 1995, and effective immediately, by and between David M. Griffith & Associates, Ltd. (DMG) (hereinafter referred to as the "Consultant") and Nassau County, State of Florida (hereinafter referred to as the "County"), WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. Employment of Consultant. The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services as outlined the letter proposal dated August 21, 1991.
2. Scope of Services. The Consultant shall do, perform and carry out in a good and professional manner the services as outlined in DMG's letter proposal dated August 21, 1991.
3. Time of Performance. The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. Compensation. The County agrees to pay the Consultant a not-to-exceed sum of Three Thousand Five Hundred Dollars (\$3,500.00) for all services required, inclusive of travel related expenses. Payment for services will be rendered as outlined in Section 9 - *Payment for Services*.
5. Changes. The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in written amendment to this agreement.
6. Services and Materials to be Furnished by the County. The County shall locally furnish the Consultant with all available necessary information, data, and material pertinent to the execution of this agreement. The County shall cooperate with the Consultant in carrying out the work herein and shall provide adequate staff for liaison with the Consultant and other agencies of County government.

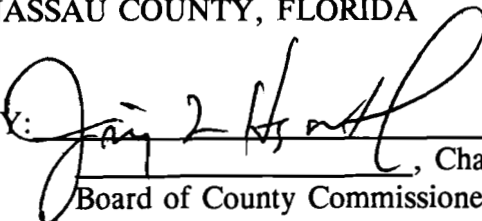
7. Termination of Agreement for Cause. The County shall have the right to terminate this agreement by giving written notice to the Consultant to such termination and specifying the effective date thereof. The Consultant shall be entitled to payment for services rendered to and accepted by the County through the effective date of the termination.
8. Information and Reports. The Consultant shall, at such time and in such form as the County may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals and copies of proposed and executed plans and claims and other information relative to the project as may be requested by the County.
9. Payment for Services. The Consultant will invoice the County upon completion of the project and acceptance by the County.
10. Notices. Any notices, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the addresses noted below:

Ms. Richelle Sucara
Comptroller
Nassau County
Post Office Box 1010
Fernandina Beach, Florida 32097
(904) 327-5726

Mr. Robert E. Sheets
Vice President
David M. Griffith & Associates, Ltd.
1621 Metropolitan Blvd., Suite 201
Tallahassee, Florida 32308
(904) 386-1101

IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

NASSAU COUNTY, FLORIDA

BY:  _____, Chair
Board of County Commissioners

DAVID M. GRIFFITH & ASSOCIATES, LTD.

BY:  _____
Robert E. Sheets, Vice President

APPROVED AS TO FORM



County Attorney