

**AGREEMENT BETWEEN NASSAU COUNTY AND GOVERNMENT SERVICES
GROUP, INC. FOR SERVICES**

This Agreement for services (the "Agreement") is entered into this ___ day of August 2000, by and between Nassau County, Florida (the "County"), and Government Services Group, Inc. ("GSG"), a Florida corporation.

WITNESSETH

WHEREAS, Nassau County, desires to fund beach renourishment services through an assessment program for FY 2000-01 and GSG provides professional services assisting in the administration of such programs; and

WHEREAS, GSG is well qualified and experienced in administering assessment programs; and

WHEREAS, GSG was chosen to perform this work through a Request For Proposal process.

NOW, THEREFORE, it is agreed as follows:

TERMS

1. **Recitals.** The recitals and all statements contained herein are hereby incorporated into and made a part of this Agreement.

2. **Services to be Performed by GSG.** GSG shall, in conjunction with the general direction of the County Coordinator, provide the professional services described in the Scope of Services, attached as Appendix A in order to assist the County in providing an annual assessment program. Any additional services that the County may request of GSG and that are beyond those articulated in the Scope of Services shall be provided at the standard hourly rates for GSG then in effect for the services. GSG can either bill the County periodically or negotiate a lump sum fee to include in a change order as agreed to by the parties for such additional services.

By entering into this Agreement, the County shall be deemed to have given notice for GSG to proceed with only the Scope of Services described in Appendix A. No further undertaking by GSG shall occur unless and until GSG is subsequently directed and authorized in writing to further proceed by the County.

3. Additional Consultants. In providing consulting services or in an authorized project direction role, GSG shall have the authority to subcontract with additional consultants to provide professional services as may be required to complete the tasks identified in the proposed Scope of Services.

GSG is expressly authorized to include Nabors, Giblin & Nickerson, P.A. ("NG&N") as additional consultants in accomplishing the Scope of Services described in Appendix A. The County acknowledges that GSG is affiliated with NG&N and that NG&N owns an interest in GSG.

The professional fees to assist the County in an annual assessment program specifically do not include litigation defense services. However, NG&N can be available to the County, on an hourly basis at NG&N's standard hourly rates for litigation services, to assist the County in any defense.

4. Term of the Agreement and Time Requirements. This Agreement shall become effective upon the signature of the County Clerk, Chairman of the Board of County Commissioners, County Attorney and GSG, and will remain in effect until terminated by the County pursuant to written notice, or completion of the primary objective of this Agreement. GSG shall promptly begin and diligently provide the professional services contemplated herein in accordance with the Project Schedule, attached as Appendix C so that the County may timely achieve its objective; accordingly, time is of the essence of this Agreement.

5. Schedule of Fees. For services to be provided hereunder and through GSG, GSG shall work for a fee of ~~\$20,000~~ as reflected in Appendix B.
UP TO \$12,500.00

All compensation paid under this Scope of Services shall be paid directly to GSG including any compensation due to additional consultants.

6. Cooperation of the County. It shall be the obligation of the County to provide GSG with all reasonably required information, data and records necessary to execute the project.

The Scope of Services contemplates that the County will timely provide the necessary background information and data required to complete the annual assessment program; timely provide staff to conduct any field research (e.g., activities necessary to supplement incomplete data); provide timely access to relevant staff and provide timely policy direction regarding any issues that may arise.

7. Termination. The County reserves the right to terminate this Agreement at any time, by written notice. In the event the County terminates the Agreement, GSG shall be entitled to the professional fees on an hourly basis from the last percentage of the project completed and expenses for actual costs incurred for work performed hereunder through the date GSG is notified of such termination.

8. Default Provision. In the event that GSG fails to comply with the terms and conditions of this Agreement or fails to perform any of the terms and conditions contained herein, then the County, in addition to all other remedies available by law, at its sole option and upon written notice to GSG, may cancel and terminate this Agreement.

9. Award of Agreement. GSG warrants that it has not employed or retained any company or person to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, or gifts or any other consideration contingent upon or resulting from the award or making of this Agreement.

GSG also warrants that to the best of its knowledge and belief no elected official or other officer or employee of the County is interested directly or indirectly in the profits or emoluments of this Agreement.

10. Entire Agreement. This Agreement represents the entire and integrated agreement between the County and GSG and supersedes any prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument executed by the County and GSG. The parties hereto agree that this Agreement shall be construed and enforced according to the law of the State of Florida.

11. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

12. Insurance. GSG shall, at its sole expense, maintain professional liability insurance in an amount not less than \$1,000,000.00 per occurrence. GSG shall maintain this professional liability insurance for a minimum of two (2) years from the date of termination of this Agreement.

13. Nondiscrimination in Employment. GSG shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, handicap or marital status. GSG shall take affirmative action to ensure that applicants are employed, without regard to their race, color, religion, sex, age, national origin, handicap or marital status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. GSG agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by their personnel officer setting forth the provisions of this equal opportunity clause.

14. Independent Contractor. GSG and its employees and agents and any sub-consultants and its employees and agents, shall be deemed to be independent contractors and not agents or employees of the County; and shall not attain any rights or benefits generally afforded employees; further they shall not be deemed entitled to Florida Workers' Compensation benefits as employees of the County.

15. Non-Delegability. It is understood and agreed that the obligations undertaken by GSG pursuant to this Agreement shall not be delegated or assigned to any other person or firm without the County's prior written consent, which may be withheld at the County's sole discretion.

16. Best Efforts. GSG covenants and agrees to use its best efforts to assist in accomplishing the County's objectives. The use of special assessments and user fees is often emotionally and politically contentious and can be subject to challenge. Neither GSG nor NG&N can or will provide any indemnification or guarantee relative to any challenge to the validity, fairness, or reasonableness of the assessment. GSG's and NG&N's sole and exclusive obligation is to share their experience and provide their best efforts providing a reasoned analysis and approach to the development of a non-ad valorem assessment program; GSG and NG&N cannot and will not act as a guarantor of results.

Errors or omissions in the development of any assessment roll or fee-based listing of accounts shall be primarily addressed by developing remedies and procedures for the County within any implementation documentation developed for or adopted by the County.

17. Ownership of Documents/Deliverables. Copies of all documents and data prepared for the County or furnished by GSG, and /or their subconsultant(s), pursuant to this Agreement, shall be delivered by GSG to the County within ten (10) calendar days after receipt of written notice requesting delivery of said documents. Any and all documents delivered to the County pursuant to this Agreement shall be deemed to be owned by the County.

18. Notices. All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time-to-time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted (return receipt requested) or the date of actual receipt, whichever is earlier.

19. Amendments. No amendments to this Agreement shall be binding on either party unless in writing and signed by both parties.

20. Miscellaneous Provisions.

A. Title and paragraph headings are for convenient reference and are not a part of this Agreement.


B. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any other documents, the terms in this Agreement shall rule.


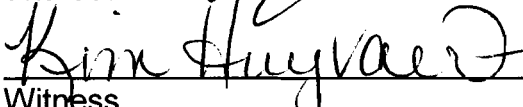
C. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

D. Any dispute arising under this Agreement, which is not disposed of by agreement, shall be decided by a mediator, who shall reduce his/her decision to writing and furnish a copy to both parties. Claims disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen from the Supreme Court approved list of mediators in the Fourth Judicial Circuit and the cost of mediation shall be borne by the Consultant/contractor. The decision of the mediator shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith or not supported by substantial evidence.

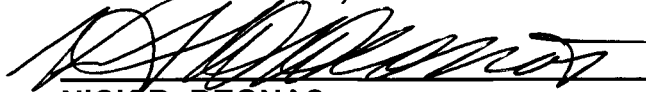
IN WITNESS WHEREOF, the parties hereto have, through their proper and duly authorized officials, executed this Agreement, the day and year first above set forth.

GOVERNMENT SERVICES GROUP, INC.


By: 
Robert E. Sheets
Chief Executive Officer


Witness

Witness

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

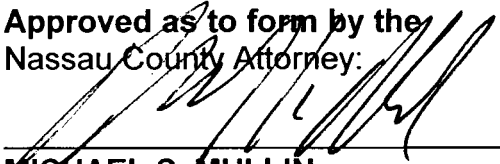

NICK D. DEONAS
Its: Chairman

ATTEST:



J.M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

**Approved as to form by the
Nassau County Attorney:**



MICHAEL S. MULLIN

ANNUAL ASSESSMENT PROGRAM

APPENDIX A

**STATEMENT OF PROPOSALS FOR
PREPARATION OF SPECIAL ASSESSMENTS**

**NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
SITTING AS SAISS SPECIAL ASSESSMENT BOARD**

SUBMITTED BY:

**GOVERNMENT SERVICES GROUP, INC.
NABORS, GIBLIN & NICKERSON, P.A.**

Qualifications and Experience

This response to Nassau County's Request for Proposals ("RFP") presents a team comprised of Government Services Group, Inc., ("GSG") and Nabors, Giblin and Nickerson, P.A., ("NG&N"), hereafter collectively referred to as the "Consulting Team." As required in the County's RFP, this section will outline the general qualifications and experience of the Consulting Team.

In addition, we have also provided an Appendix A, a list of qualifications of ATM, along with representative references and biographies on key staff members.

Also in reviewing our qualifications, please take special note that in addition to our ability to analyze any and all funding options, we are the only Consulting Team that has actually implemented the majority of our recommendations on behalf of cities and counties in Florida. This ability to translate "Policy Direction" into reality will be the cornerstone of this project's success.

Government Services Group, Inc. ("GSG")
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GSG is the pre-eminent firm in the State in working with cities, counties and special districts to develop alternative funding for service and capital needs. (GSG is partially owned by and affiliated with NG&N). GSG specializes in local government finance and taxation, fire rescue, economic development, capital improvements planning and finance, transportation, water and sewer, solid waste and other critical infrastructure and service needs. While GSG has considerable experience in virtually all aspects of revenue enhancement and administration, we specialize in the development and implementation of funding and governance alternatives. We possess the capacity and capability to develop and put in place all revenue alternatives identified in this study effort. We have the capability to create sophisticated, uniquely focused and individually structured solutions that are carefully integrated with the specific needs of our clients.

In addition to the specific project experience that is articulated in this section, GSG and NG&N are unique among all the firms that will be responding to this proposal. This uniqueness lies not only in our demonstrated experience in successfully implementing alternative funding and governance programs for fire rescue, stormwater, solid waste, economic development, transportation, and other programs throughout the State, but is best demonstrated by the level of success we have had in developing the actual implementation of alternative funding programs within the State of Florida.

GSG and NG&N have specific experience regarding the SAISS. In October of 1999, we completed an initial review of the program in responding to a series of questions posed by the County staff regarding their assessments. As a result, we have unique knowledge about this program, how it came about, and the method in which it is being utilized. This will prove to be invaluable, not only in preparing the roll for this year, but in providing guidance to the County in the future should modifications or enhancements be required.

GSG and NG&N have had in the past, and continue to have, professional relationships with the majority of all counties within the State of Florida. In addition, we have had an opportunity to work with the majority of all the major cities within the State in providing governance alternatives for service delivery and alternative revenue enhancement programs.

<p>GSG's KEY TEAM MEMBERS</p>
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The following GSG team members will be assigned to this project throughout its duration. They are as follows:

ROBERT E. SHEETS – Chief Executive Officer

Mr. Sheets is the Chief Executive Officer for GSG and will be responsible for the overall coordination of the project and the project team members of the Consulting Team. He will serve as the lead in all presentations to the County, staff, and elected officials.

Mr. Sheets has more than 28 years experience in the local government environment and has been involved in over 150 projects including service delivery, revenue enhancement, community development and long range strategic planning. Mr. Sheets' specific experience regarding alternative funding includes his role as the Project Director for the 11 Broward County County's alternative funding program, Broward County's Fire and emergency medical services alternative funding program and 35 other revenue enhancement programs within the State of Florida.

Mr. Sheets was project Director on a half dozen major service delivery and operations reviews for Hillsborough County. These departments included the Hillsborough County Environmental Economic Protection Commission, Hillsborough County Civil Service Board, the Department of Planning and Growth Management, and Animal Services. In addition he served as the Project Director for the St. Petersburg Fire Funding analysis.

Mr. Sheets has provided professional consulting services to Nassau County since 1987, ranging in the preparation of a series of user fee studies to the evaluation of solid waste alternatives. In addition, he prepared the first special assessment report within Nassau County, and is currently involved with the attempt to provide and develop a Florida Governmental Utility Authority for the delivery of water and sewer service within the unincorporated area.

On a national basis, Mr. Sheets has been asked to speak on issues pertaining to enhanced revenue and funding strategies, service delivery improvements, privatization and home rule revenue options.

Within the State of Florida, Mr. Sheets has made presentations before the Florida Governmental Finance Officers Association, the Florida Association of Counties, the Florida League of Cities, the Florida Sheriffs Association, Broward County League of Cities, Broward County Managers Association, Dade County's Municipal League, the Florida City/County Managers Association, and Dade County's City Managers Association.

In the past twelve months, Mr. Sheets has been involved in the successful implementation of over 20 alternative funding programs, ranging from water quality and control to major infrastructure and services such as fire rescue and solid waste.

Mr. Sheets holds a Bachelors Degree in Political Science from the University of Texas, and completed all coursework toward a Masters Degree in Public Administration.

CAMILLE S. GIANATASIO – Vice President

Ms. Gianatasio will serve as Project Manager for GSG, working with ATM, to develop a special assessment program for Indian River County's beach erosion program. Ms. Gianatasio, with ATM, developed the database and rate methodology consistent with the engineering science developed by ATM. Ms. Gianatasio has extensive experience working with over 50 municipalities, counties and districts in the development of strategic revenue enhancement projects and benefit-based revenue programs. Ms. Gianatasio has been involved in alternative revenue programs for numerous cities and counties throughout the State. These include such communities as the Cities of; Miami, Hollywood, Ft. Lauderdale, Wellington, Dania, Davie, Margate, Tamarac, North Lauderdale, Pompano Beach, Pembroke Pines, Coral Springs, St. Petersburg, Tallahassee, Kissimmee, Clearwater, and Mirimar, and the Counties of; Collier, Lee, Charlotte, Okeechobee, Hardee, Hendry, Polk, DeSoto, Broward, Dade, Hernando, and Sumter.

Ms. Gianatasio has worked with each of these communities and concentrated her efforts on developing protocols and procedures for efficiently and effectively implementing alternative revenue sources. Working with public officials at the County, county and state level, she has a demonstrated familiarity with the information and tasks necessary for developing unique revenue and governance alternatives for providing services, capital and operations and maintenance. Ms. Gianatasio's experience and expertise will be central to this project in developing system based analytical tools so that as the project moves forward and various options are analyzed such information will be readily available to aid the County in determining the most viable solutions.

Ms. Gianatasio holds a Bachelor's Degree in Political Science, a Masters Degree in Political Science, and a Certificate in Public Administration from the University of Florida.

LEWIS O. "SKIP" BURNSIDE – Senior Project Manager

Mr. Burnside is a senior project manager with GSG. Mr. Burnside has an extensive background in local, state, federal and private foundation grant programs and grants management. Mr. Burnside has more than 23 years of public sector experience in the State of Florida where he has worked with virtually all aspects of grant programs.

In Mr. Burnside's management experience, his primary focus was on the financial aspects of grants management, grant costs, cost allocation, and the performance of a multitude of projects that evaluated the operations and performance of local government grant management agencies. He participated in reviewing and scoring grant review applications, in preparing state application for grants from federal government agencies, and in the day to day monitoring and management of grants.

Mr. Burnside received a bachelor's of science degree from Florida State University as well as a Masters Degree in Political Science, with a major in State and Local Government Administration and a minor in Economics with a special emphasis in Urban Economics and Public Finance.

**Nabors, Giblin & Nickerson,
P.A. ("NG&N")**

Nabors, Giblin & Nickerson, P.A. ("NG&N") is the leader in the Florida legal community in providing innovative, sound and practical solutions to a variety of revenue and governance challenges facing Florida's local governments. NG&N is at the forefront of providing unique revenue alternatives because of the wide variety of services that its members can provide. Because of the leadership role NG&N maintains in this area, its clients have called upon the law firm to provide guidance in addressing regional, community-wide and neighborhood-specific issues to fund both service and capital programs. These programs, created by NG&N, have allowed its clients to marshal creative, flexible solutions that are responsive to the communities' demands. Through diversity of services and focus of mission, NG&N has solved problems for local governments that other law firms would not even attempt to engage.

In addition to the state-wide expertise described below, NG&N has been involved in assisting Nassau County with numerous revenue governance and service-delivery issues for the past ten years. Because of this experience and first-hand knowledge of the Amelia Island project, NG&N will prove to be an invaluable resource in assisting the County with these initial tasks, as well as any future efforts to address this program's methodology and legal structure.

NG&N is a Florida law firm with offices in Tampa, Tallahassee and Orlando. The firm was established in 1984 so that the firm's principals could limit their legal practices to State and local government law. The firm still operates on this premise and today has 21 members with extensive experience in and primary dedication to representing governmental clients in the areas of special revenue initiatives, governance structure, public finance, public/private partnerships, litigation and public utilities and tax practice.

NG&N's unique combination of providing trial, appellate, legislative and financial legal services almost exclusively to State and local governments provides NG&N, as a firm, with the ability to assist its clients in identifying and implementing solutions for local governance and revenue needs.

NG&N is the leading public finance firm in Florida and serves on a continuing basis as Bond Counsel or Disclosure Counsel to 26 Florida Counties and numerous Cities. Since the Firm was founded in 1984, NG&N and its members have provided bond counsel services to well over 100 cities, counties, and other governmental entities in Florida.

NG&N has also assisted more than 40 Florida local governments by designing and implementing special assessment programs for capital projects and governmental services. By their very nature, no two assessment programs are the same; however, throughout its many years of practice, NG&N has become well-versed in the development and implementation of special assessment programs that are politically palatable, administratively implementable, financially feasible and legally sufficient.

In addition to assisting several local governments in the development and implementation of special assessment programs, NG&N has also successfully defended such programs from legal challenge. For example, in 1997, NG&N served as appellate counsel for Sarasota County in the case of State v. Sarasota County, 693 So. 2d 546 (Fla. 1997), where the Supreme Court of Florida upheld the County's special assessments for its stormwater management program. Further, NG&N successfully defended a solid waste special assessment program for Clay County in Harris v. Wilson, 693 So.2d 945 (Fla. 1997). In this case, the Supreme Court found for the County, holding that the solid waste special assessments provided a special benefit to property and that the assessments were fairly and reasonably apportioned. Additionally, NG&N represented Lake County in the recent case of Lake County v. Water Oak Management Corp., 695 So. 2d 667 (Fla. 1997). This case confirmed what NG&N had long advocated -- that fire rescue services provide the requisite special benefit to property for special assessments. Furthermore, at least one member of NG&N has served as trial or appellate counsel or counsel for a "friend of the court" in almost all of the major local government revenue and home rule judicial decisions during the past 25 years.

NG&N has also helped local governments develop and implement other alternative revenue sources. Through NG&N's public finance practice, it has initiated the development and implementation of many finance innovations in Florida, including insurable lease-purchase financing structures, the Florida Association of Counties Commercial Paper Program, the Affordable Housing Guarantee Program of the Florida Housing Finance Corporation, and the structure of bonds payable from special assessments collected on the ad valorem tax bill. Additionally, NG&N has been an innovator in securing for Florida local governments the authority to impose user fees for the use and rental of public rights-of-way and other public property by utilities of all types. Specifically, NG&N has assisted numerous local governments in designing and negotiating franchise fees for gas, electric and cable television, and within the past few years, NG&N has developed a concept of the unilateral home rule imposition by ordinance of a privilege fee as an alternative to the functionally equivalent franchise fee.

NG&N has also worked with at least 11 Florida local governments on impact fee projects for transportation, schools, libraries, parks, and fire. In this capacity, NG&N was instrumental in structuring impact fee programs that use an improvement-driven approach, as opposed to the traditional standards approach. An improvements approach allows local government to provide necessary funding for capital improvements in order to fulfill the capital improvement element of their comprehensive plans.

Furthermore, NG&N's collective knowledge of the applicable laws and regulations affecting tax and finance issues is unsurpassed. For example, several members of the firm participate at least twice a year in a one-and-a-half-day seminar, sponsored by the firm and GSG, to educate local government officials and staff on Florida law as it relates to local government finance and tax issues. Included with this proposal are the seminar materials that are prepared by NG&N. In 1992 and 1994, NG&N assisted the Florida Counties Foundation, Small Counties Technical Assistance Project by developing an analysis of revenue options available under existing laws and Florida case law for each of the 32 small counties in Florida. NG&N identified and offered practical advice regarding additional revenue options. The analysis of revenue options included a general reference guide and summary of the authorized small county optional tax sources and home rule revenues, as well as a summary of each county's current revenue and expenditures, including ad valorem tax data. Finally, NG&N, along with members of GSG, was recently asked by the Florida Department of Community Affairs to provide educational sessions to its staff on the home rule powers of Florida's local governments and how those powers can be creatively used to fund elements of a local comprehensive plan capital improvement element.

<p>NG&N's KEY TEAM MEMBERS</p>

The key persons who will be assigned to provide special counsel services practice within the Governmental Law Group are:

ROBERT L. NABORS

Mr. Nabors represented the Board of County Commissioners of Brevard County, Florida and various Brevard County constitutional offices and agencies as County Attorney from 1969 through 1982. Mr. Nabors is a past president of the Florida Association of County Attorneys and served as Chairman of the Local Government Law Section of The Florida Bar during 1979-80. Mr. Nabors is currently serving as a commissioner on the Florida Constitutional Revision Commission.

Mr. Nabors has extensive experience in alternative revenue development and heads NG&N's Governmental Law Group. Throughout his years of representing local governments, Mr. Nabors has been instrumental in developing and implementing alternative revenue sources for local governments across the State of Florida, including special assessments for stormwater management. Specifically, Mr. Nabors was counsel for Sarasota County in the case of State v. Sarasota County, where the Supreme Court of Florida upheld the County's stormwater special assessments.

Additionally, Mr. Nabors developed the Everglades assessment program for the South Florida Water Management District and was the NG&N project team leader on the alternative revenue study performed for the District in 1990.

Additionally, Mr. Nabors served as General Counsel to Governor Graham from March through August 1981 and as Special Counsel to Governor Graham for Legislative Affairs from December 1981 through May 1982. As Special Counsel, Mr. Nabors was responsible for coordinating the legislative efforts on the approval of an additional one cent sales tax in 1982 which included the Local Government Half Cent Sales Tax. He was appointed by Governor Graham to the Governor's Tax Reform Commission in 1979. Mr. Nabors was appointed by Governor Askew as Chairman of the Florida Solar Energy Task Force and served from 1975 through 1978. Mr. Nabors has also served on other State commissions and study groups including the Public Service Commission Nominating Council, the Governor's Public Facility Financing Commission, the Governor's Task Force on Medical Malpractice, the Governor's Task Force on Community Mental Health and the Florida Supreme Court Nominating Commission. Governor Askew appointed Mr. Nabors as a member of the Fourth District Court of Appeals Nominating Commission and a member and chairman of the Eighteenth Judicial Circuit Nominating Commission. Mr. Nabors was appointed by Governor Chiles as a member of the Governor's Growth Management Task Force and as a member of the Governor's Ad Hoc Work Group on Affordable Housing.

Mr. Nabors received his B.S. in Business from Florida State University in 1962, and his Juris Doctorate from the University of Florida College of Law in 1966.

GEORGE H. NICKERSON, JR.

Mr. Nickerson represented the Board of County Commissioners of Alachua County from 1974 through 1981, dealing with the full range of local government legal issues arising in an active Florida county. As County Attorney, he also served as counsel or co-counsel to the following organizations and officers: Gainesville-Alachua County Regional Electric, Water and Sewer Utilities Board, the Gainesville-Alachua County Regional Transportation Board, the Alachua County Metropolitan Transportation Planning Organization, the Clerk of the Circuit Court, the Sheriff, the Property Appraiser, the Tax Collector, the Supervisor of Elections, the Alachua County Health Facilities Authority, the Alachua County Housing Finance Authority, and the Alachua County Research and Development Authority. During this period, Mr. Nickerson served as Secretary of both the Florida Association of County Attorneys and the Local Government Law Section of The Florida Bar. Following his tenure as County Attorney, Mr. Nickerson joined a regional investment banking firm. For a period of four years, he served as managing director of the firm's public finance department and was active in Florida as an investment banker and financial advisor licensed by the National Association of Securities Dealers.

Since joining the Firm in 1985, Mr. Nickerson has served as bond counsel for a variety of local governments and as underwriter's counsel for a number of regional and national investment banking firms. More recently, Mr. Nickerson, as head of the Firm's Capital Finance Group, has been responsible for a wide variety of projects involving the development and implementation of special revenues for local government, including special assessments, impact fees and specialized legal projects for local government, including contract negotiations for public service privatization and various public-private partnership projects. Mr. Nickerson was instrumental in the restructuring of the West Coast Regional Water Supply Authority and the City of Miramar Water Treatment Plant project. Specifically, as to the South Florida Water Management District, Mr. Nickerson was involved in drafting the Privilege Tax legislation and securing its passage. Additionally, Mr. Nickerson was a member of the NG&N team that developed several alternative revenue sources for the District in 1990. Mr. Nickerson heads NG&N's Capital Finance Group.

Mr. Nickerson received his Bachelor of Science degree from the University of Florida and his Juris Doctorate from the University of Florida College of Law.

VIRGINIA SAUNDERS DELEGAL

Ms. Delegal is a 1993 honors graduate from the Mercer University School of Law where she was a member of the Moot Court Board. Ms. Delegal joined the Firm in 1993 where her practice includes appellate and trial litigation support, public utility work, home rule, and governmental finance and tax matters. Ms. Delegal is a member of the bar in Florida and Georgia and is a member of the city, county, and local government section of the Florida Bar. She is a frequent speaker to that section's annual conference, the Florida Association of Counties, the Florida Association of Stormwater Utilities and Small Counties Foundation, on issues related to Florida local governments, their home rule authority, and alternative revenue sources.

Since joining NG&N, Ms. Delegal has been involved with several fire rescue and stormwater projects. Specifically, she was a member of the appellate team and performed much of the appellate work on the two major stormwater assessment cases out of Sarasota County: Sarasota County v. Church of Christ, 667 So. 2d 180 (Fla. 1996), and State v. Sarasota County, 693 So. 2d 546 (Fla. 1997). Ms. Delegal has also worked on several fire rescue special assessment projects, including Hardee County, Sumter County, the City of St. Petersburg and the City of Tallahassee.

HEATHER J. MELOM

Ms. Melom is a 1996 summa cum laude graduate of The American University's Washington College of Law and a summa cum laude graduate of the University of Missouri with a bachelor's degree in journalism. She joined the Firm's Governmental Law Group in January 1997 and is a member of The Florida Bar. Ms. Melom's practice includes appellate and trial litigation support and governmental finance and tax matters.

Past Performance and References

NG&N and GSG have provided an abbreviated version of our client list. We have focused on recent projects where time was of the essence and multiple tasks had to be juggled within a short time frame. In the recent past, we have had to work concurrently with a number of cities in Broward County, while maintaining several major County assessment programs. We have provided a list of some of those communities, along with a contact name and a brief abstract of the project.

In the past, GSG and NG&N have assisted several Florida jurisdictions by designing and implementing fire rescue special assessment programs. The following are examples of some of those engagements:

City of Tallahassee	Thomas Quillin Fire Chief 300 South Adams Street Tallahassee, FL 32301	850/891-6606
<p>GSG and NG&N have been retained by the City of Tallahassee to develop an alternative funding program for the City's Fire Rescue Services. These services are currently being provided on a county-wide basis and have been funded primarily by transfer from the City's electric utility to the general fund. Because of pending utility deregulation and the City's desire to become more competitive with its utility rates, they have made a policy decision to reduce the utility's contribution to the general fund next year by \$15 million dollars. GSG and NG&N have developed an alternative funding source that will allow the City to provide a special assessment for fire rescue services on the City's utility bill. This will enable the City to assess the cost for fire rescue services to all properties receiving utility services within the service area, which includes both incorporated and unincorporated areas of the community. The program will also enable the City to assess and collect for these public services from institutional and tax-exempt properties.</p>		

City of Miami	Chief Carlos Gimenez City of Miami Fire Rescue Department 444 S. W. 2nd Avenue 10th Floor Miami, FL 33130	305/416-1601
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GSG and NG&N assisted the City of Miami in the development of the cornerstone to its financial revitalization. This project has resulted in the development of an annual recurring non-ad valorem revenue source to fund a portion of the City's \$52 million fire rescue service budget.

City of St. Petersburg	James K. Callahan Fire Chief 400 M.L. King Street South St. Petersburg, FL 33701	813/893-7694
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GSG and NG&N were retained by the City of St. Petersburg to develop an alternative funding program for the City's Fire Rescue Services. These services are currently being provided on a city-wide basis and are funded by ad valorem taxes. The City has not, at this point, implemented the program; but it anticipates a need for implementation in the near future.

In addition to the abstracts provided above, the following is a condensed reference list for contact by the County regarding the quality of work performed by GSG and NG&N.

Location	Contact	Telephone #
City of Hollywood	Chief Randy Burroughs	954/921-3447
City of Margate	Leonard B. Golub, City Manager	954/972-6454
City of Dania	Michael W. Smith, City Manager	954/921-8700
Town of Davie	Chris Wallace, Director of Finance	954/797-1000

Methodology Development

The County is faced with the unique and complicated challenge of transferring assessments that have been collected via the traditional method, to the tax bill collection method, consistent with Florida Statute 197. Our approach and workplan is predicated on the RFP as issued by the County. In that RFP you have asked for three specific levels of service. They are as follows:

1. Review of the appropriate bond documents to ensure compliance in the calculation of the special assessments with the adopted methodology (both written and numerical);
2. Calculations of the special assessments for 2000-2001 fiscal year; and
3. Complete preparation of the tax roll, to be delivered to the tax collector with an accuracy rating of 99% or greater. The implementation of the special assessments shall be in accordance with Florida Statute 197.

We have prepared our workplan to respond to this level of service. In doing so, however, the following assumptions have been used in this preparation:

1. We will use the current methodology used in calculating the assessment program; and
2. This workplan includes no time or allocation of hours for the preparation of assessment ordinances, resolutions, or preparation of the first-class notices.

Should the County, however, decide to utilize our Consulting Team's services, to address these areas, a modification to the Scope of Work and workplan would be required.

Special Note:

Due to the lateness of this RFP, our workplan and any subsequent schedule is predicated on the assumption that both the client and the consulting team will meet all deadlines. If these assessments are to be placed on the tax role for FY 2000-2001, it is our anticipation that a modification to the existing ordinance and the preparation of a preliminary and final assessment resolution will be required, along with the requirement for first-class notices to be issued to each property owner in the assessed area. In order for these tasks to be accomplished, the final decision as to role responsible must be decided within the next ten days. Otherwise, the County's ability to meet the statutorily required deadlines will be compromised to the point that the assessment program may be required to proceed this year utilizing the current, traditional billing method with the ultimate permanent fix not being addressed until 2001-2002.

Based on the assumptions outlined above, the following articulates the workplan that GSG and NG&N will carry out in accomplishing the objectives outlined in the RFP.

WORKPLAN

Task 1: Project Initiation

GSG and NG&N will meet with the County's project team to assure concurrence in project objectives and timeline. This will be critical given the ambitious schedule being proposed by the County and the fact that final decisions regarding roles and responsibilities will need to be made prior to the work commencing.

Task 2: Collection of Data

During this task GSG and NG&N will collect all data relevant to this engagement. This will include but not be limited to current ordinances, bond indentures, and other documents to describe and articulate the purpose of the program.

Task 3: Prepare Preliminary Roll

Based on the information and analysis conducted in Tasks 1 and 2, GSG and NG&N will prepare a preliminary roll which articulates the budget requirements for debt service coverage. This roll will be consistent with the area currently defined and will apply the current methodology.

Task 4: Prepare Preliminary Assessment Rates

Based on the information developed in Tasks 1 through 3, the Consulting Team will prepare the preliminary assessment rates consistent with the debt service and cash flow requirements of the SAISS program. These rates will be based on current methodology and existing bond documents.

Task 5: Coordinate With the County Attorney's Office

GSG and NG&N will coordinate with the County Attorney's office regarding the preparation of the ordinances and resolutions required to meet Section 197.363, Florida Statutes.

(Note: GSG can issue the first-class notices on behalf of the County at \$0.80 per parcel. All costs for mailing would be required to be paid by the County prior to the issuance of the notices.)

Task 6: Prepare Final Rates

Based on the final rates approved by the Board, GSG will prepare the final rates and roll.

Task 7: Present Certified Roll to the Tax Collector

On or before September 15, 2000 GSG will present to the Tax Collector, a certified roll for the assessment area described above, and will be consistent with Section 197.3632, Florida Statutes.

Professional Hours & Fees

Based on our experience in carrying out similar programs and the level of service outlined in the RFP, it is anticipated that a total professional fee of \$20,000 will be required (\$12,500 to GSG, and \$7,500 to NG&N.) This is inclusive of all travel-related expenses and production costs, and anticipates three trips to meet with Nassau County, one for initial data collection, two for presentation at the Commission meeting, and the third at the final public hearing for rate resolution.

Should the County change its mind and elect for the Consulting Team to prepare all legal documents, a revision to the Workplan and Hours and Fees would be required.

Special Note:

GSG and NG&N have read and understand the provisions of paragraph 2a of Section 287.133 of the Florida Statutes, and comply with all provisions.

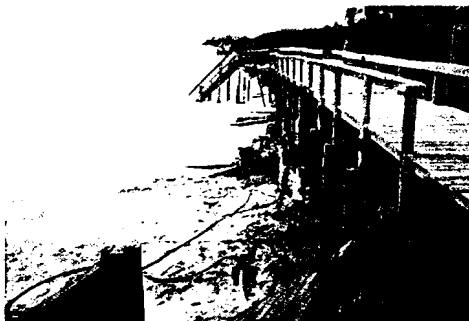


RELEVANT PROJECT EXPERIENCE

Client: Indian River County, FL

Location: Indian River County

Dates: July 1998 –Continuing



Funding Sources and Financing Plan for Beach Preservation Plan, Indian River County, Florida

ATM and Government Services Group (GSG) prepared a financing plan for the County's Beach Preservation and Nourishment Program. The financing plan included determining the nature and extent of benefits of the beach nourishment program. Two distinct types of benefits 1) storm protection, and 2) recreational use were analyzed. Storm protection benefits were computed for oceanfront property within designated project areas. The following factors were used to evaluate storm protection benefit values: 1) anticipated land loss from erosion if the project was not completed, 2) value of land that would be lost, 3) construction costs of erosion control structures (seawalls) if the project was not completed, and 4) maintenance costs of erosion control structures. Recreational benefits were determined by conducting beach user surveys during the summer and winter months. The total recreational value is computed as the average value of a day at the beach multiplied by the number of days spent on average at the beach.

Phase I report entitled, "Beach Preservation Plan – Economic Analyses and Cost Allocation Plan" was presented to the County in January 1999. The purpose of the Phase I work was to examine the economic viability of beach restoration along five (5) planning sectors of the County's shoreline, analyze storm protection and land loss benefits, compile summer recreational beach use benefits and identify alternative sources of revenue to fund the beach nourishment program. The Phase II report entitled, "Beach Preservation Plan Economic Analysis – Phase II Funding Sources and Financing Plan" presents data from a winter recreational beach user survey, compiles revised annual recreational benefits and formulates recommended funding sources and a final recommended financing plan.

The Phase II work examined the overall economic viability of the BPP and quantifies the benefits to be received by individual groups over the 30-year project horizon. Four primary sources of revenue available to fund the cost of the beach restoration projects were evaluated. These sources are recommended based on the funding alternatives identified and evaluated in the Phase I report.

- State Beach Erosion Control Program (Grant) Funds
- Local Tourist Development Taxes
- Local Government Infrastructure surtax (one cent option sales tax)
- Local Special Assessments

Two methods of funding are presented in the Phase II report based on the above revenue sources: 1) State Grants, Tourist Development Taxes and Local Option Sales Tax; 2) State Grants, Tourist Development Taxes, Local Option Sales Tax and Special Assessments. A recommendation to use \$1.25 million per year from the one-cent optional sales tax (\$6.25 million over the next five years), along with the tourist tax and grant money, for beach renourishment was approved by the County in July 1999.



RELEVANT PROJECT EXPERIENCE

Client: Martin County, FL
Location: Hutchinson Island, FL
Dates: June 1989-March 1996



4-Mile Beach Nourishment Project - Coastal Engineering, Economic and Environmental Studies

In coordination with Martin County, ATM coastal engineers and scientists performed geotechnical, engineering and biological studies for beach nourishment along 4 miles of eroded shoreline. These studies began in 1989 with project construction completed in 1996. Engineering services included:

- Economic analysis & fair share cost formula to distribute local cost share
- Determination of State Eligible Project costs
- Preparation of federal and state project funding requests and cost reimbursement requests
- Extensive core borings & sand testing to design sand source site
- Refinement of USACOE project design
- Acquisition of all state and federal regulatory permits
- Sediment transport modeling to assess disposal impacts of borrow area (Water Quality Variance)
- Establishment of Erosion Control Line
- Hardbottom mapping and biological characterization studies
- Extensive field studies of marine flora and fauna
- Biological and protection performance monitoring programs
- Beach profile surveys

The economic analysis for the project was conducted and used to identify property groups to evaluate alternative financing formulae based on project benefit categories. These alternative financing methods for ocean-front and Island Resident property groups were considered by the County, using an established special taxing district on Hutchinson Island. An analysis of alternative financing schemes was computed in consideration of special assessment type financing by individual property, ocean front foot type special assessment, and ad valorem and/or differential rate ad valorem by district based on identified principal categories of beneficiary groups.



RELEVANT PROJECT EXPERIENCE

Client: Town of Longboat Key, FL
Location: Longboat Key
Dates: Oct 1988-August 1993



Beach Nourishment Planning, Design & Implementation

ATM coastal engineers developed a Beach Nourishment Plan for the Town of Longboat Key, Florida. The 10-mile beach nourishment project was developed based on an analysis of coastal survey data, complete geotechnical investigations of the two borrow areas off the north and south ends of the Key, and economic analyses for alternative erosion control projects. The 3.25 MCY beach nourishment project was completed in 1993. Services included the following:

- Economic analysis of project benefits and evaluation of alternative fair share funding plans
- Project design, engineering and construction administration
- Acquisition of all federal, state and local permits
- Removal of 6000 tons of debris and derelict structures
- Beachfill template design for 3.25 MCY
- Sea turtle monitoring/protection plans
- Established erosion control line
- Coordination with Manatee and Sarasota County's (funding, permits, etc.)
- Preparation of reimbursement request for acquisition of \$2.85 million state funds
- Preparation of boundary descriptions for construction easements
- Borrow site investigations (upland and offshore)
- Sand compatibility testing and analysis

An economic analysis of project beach nourishment storm damage/land loss and recreation benefits was conducted and used to identify property groups to create a special taxing district for the Town. An analysis of alternative financing schemes included special assessment type financing which identified principal categories of beneficiary groups. Services included lobbying for funding support from the State, TDC, Sarasota and Manatee Counties, and Town residents; public hearings on the financing programs; public relations with preparation of technical information for press releases, newsletters and brochures; and, expert witness support for the bond validation and financial program processes.

As a result of the severe winter storm of March 1993, the project was redesigned and permits modified. ATM provided quick response, modifying the design cross-section and total placement quantities to utilize all available sand within the borrow areas. ATM provided comprehensive support to the Town in their request to FEMA for funds along two eligible areas impacted by the storm. As a result the Town received approximately \$575,000 in funding from FEMA for additional sand and engineering services. Based on economic analyses of project benefits, a financing plan was developed and project funding was overwhelmingly approved by a referendum vote for two special taxing districts within the Town.

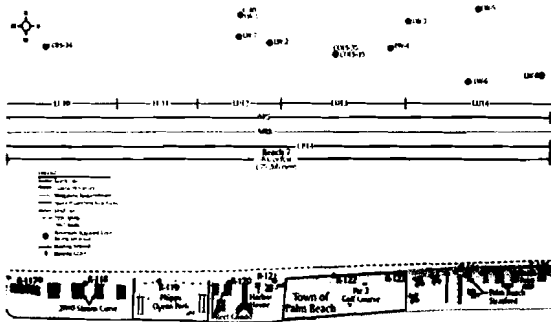


RELEVANT PROJECT EXPERIENCE

Client: Town of Palm Beach, FL
Location: Palm Beach Island, FL
Dates: Feb. 1997-Continuing

Comprehensive Coastal Management Plan Town of Palm Beach, Florida

ATM worked cooperatively with the Town of Palm Beach, the Town of Manalapan, the Town of South Palm Beach, the City of Lake Worth and the City of Lantana on the development of a Comprehensive Coastal Management Plan for the entire Palm Beach Island. This plan covers approximately 15 miles of beachfront between Palm Beach Inlet and Boynton Inlet in Palm Beach County. The objective was to develop an overall program that will be readily supported (and funded) by the State and serve to mutually benefit all coastal properties on the Island.



The Plan calls for capital improvements to be completed over a ten-year period. ATM performed an economic analysis of the project's storm protection benefits for each of the identified projects recommended in the overall Plan. The benefits associated with the Plan are substantial, including storm protection and enhanced property values. After performing a detailed inventory of the island's coastline, it was determined that 85% of the Island shoreline is eroding at a significant rate. Over the last seven years, the island has lost approximately 550,000 cubic yards of sand per year. The Plan proposed six separate beach restoration projects in conjunction with the installation of associated groin structures. Groin structures are recommended to reduce the erosion rate along the restored beaches. This approach was successfully implemented by ATM with the Mid-Town Beach Restoration Project on Palm Beach. ATM has been fortunate in being presented with the opportunity to develop one of Florida's first inlet to inlet shoreline management programs. The initiative is supported by the mentioned municipalities, the Port of Palm Beach, the U.S. Army Corps of Engineers, and the Florida Department of Environmental Protection. ATM is currently assisting with the development of a reasonable and equitable funding program.



RELEVANT PROJECT EXPERIENCE

Client: Club Corp Realty
Location: Daufuskie Island, SC
Dates: Mar. 1997-Continuing



Beach Restoration Project

ATM engineers prepared a shorefront management plan for the island's ocean beaches. Alternatives for shoreline stabilization were identified and ranked in a decision matrix for the developers. The final recommendation included a 3.5 mile beach restoration project with terminal groin structures. A comprehensive economic study identified the cost appropriation and benefits for the island, recommending cost sharing distribution by benefit, protection level and innovative combinations. The Plan computed project benefits (structural and recreational) and distributed the costs to appropriate recipients for project funding. Project design including offshore borrow source investigations and regulatory permitting were completed in late 1997, and final engineering was completed in Spring 1998. Construction was completed in approximately 45 days. ATM provided full-time site representation for the owner as well as detailed monitoring of the project post-nourishment.

Client: Captiva Erosion
Prevention District
Location: Captiva, FL
Dates: Jan 1987-Nov 1987



Comprehensive Beach Management Plan

A five-mile comprehensive beach restoration project plan and engineering design was formulated based on detailed economic, physical, historical shoreline conditions and biological resources and geotechnical data and information. An economic analysis of project beach nourishment storm damage/land loss and recreation benefits was conducted and used to identify property groups to create a special taxing district for the Town. An analysis of project benefits to beneficiary groups was computed using a special assessment type financing which identified principal categories of beneficiary groups as oceanfront residential/commercial, and non-oceanfront commercial residential.



RELEVANT PROJECT EXPERIENCE

Client: Sebastian Inlet Tax District

Location: Sebastian Inlet, FL

Dates: May 1992-April 1993



Economic Analysis and Review of the Sebastian Inlet Five Year Comprehensive Master Plan

ATM was responsible for compilation of property tax base data for the Sebastian Inlet Tax District and evaluation of project benefits to assess the consequences of linking current navigational channel with the Intracoastal Waterway. Tasks included development of data regarding future State participation in district projects, and review of the 5-year Comprehensive Master Plan for the District and economic analysis of alternatives and costs associated with implementing the Plan. ATM evaluated the categories of beneficiaries and the benefits expected from the inlet improvement projects outlined in the Master Plan. The benefits associated with the individual construction projects were used to compute the fair share cost distribution for the structures and ancillary work items attributable to these beneficiary groups. The final report serves as a future guide for decision-making inlet management by the District Commission.

Project Financing and Funding



- **Economic Analysis and Project Financing Plan for Emerald Beach - Cotton Bay Beach Nourishment Project**
 - ◆ Atlantic Beach Management, Providenciales, Turks and Caicos Islands, British West Indies
 - ◆ Funding Methodology: Funding was based on a front foot basis for beach nourishment.

- **Project Economic Analyses and Financial Analyses for Martin County's 4-Mile Beach Restoration Project**
 - ◆ Client: Martin County, Stuart, Florida
 - ◆ Funding Methodology: Funding is shared with the Federal Government paying 48%, the State 41 % and Local funds of 11 %. Three sources of funds make up the local Project cost share including countywide general revenue; island-wide ad valorem special tax district of; and an oceanfront property special district.

- **Economic Analysis and Financing Plan for Longboat Key Beach Nourishment Project**
 - ◆ Client: Town of Longboat Key, Longboat Key, Florida
 - ◆ Funding Methodology: Funding was divided with the Federal Government responsible for 0%, the State for 15%, and Local for 85%. The local cost share is paid through two special districts based on ad valorem taxes. District A is comprised of the oceanfront properties and adjoining commercial properties and District B is comprised of the nonoceanfront properties.

- **Cost Apportionment Plan for Captiva Island Nourishment Project**
 - ◆ Client: Captiva Erosion Prevention District, Captiva, Florida
 - ◆ Funding Methodology: Local funds were derived from special assessments on oceanfront and non-oceanfront properties, although the non-oceanfront property assessments were determined using a fixed assessment rate applied to the value of the property, which is an ad valorem type methodology.

- **Economic Analysis of Plan Benefits for Sebastian Inlet Tax District Inlet Management Plan**
 - ◆ Client: Sebastian Inlet, Florida
 - ◆ Funding Methodology: Funding sources were derived totally from state and federal government agencies.

- **Beach Nourishment Project Financing Plan for Daufuskie Island**
 - ◆ Location: Daufuskie Island, South Carolina
 - ◆ Client: Club Corp Realty
 - ◆ Funding Methodology: Work is in progress to evaluate the special assessment versus ad valorem alternatives.

- **Economic Analysis and Financing Study for Town of Palm Beach Nourishment Project**
 - ◆ Client: Town of Palm Beach, Florida
 - ◆ Funding Methodology: The Town Council is presently studying the alternative methods of funding (front foot type special assessments versus special tax district with ad valorem taxes for oceanfront properties).

- **Economic Analysis & Design of a Funding Program for Ft. Myers Beach Erosion Control Project**
 - ◆ Client: Lee County, Ft. Myers, Florida
 - ◆ Funding Methodology: The Project funding plan is in the early developmental phase.



Government Services Group, Inc.

Government Services Group, Inc.

Dedicated to solving funding and service delivery issues in the public sector

315 So. Calhoun, Suite 860 • Tallahassee, FL 32301 • Phone (850) 681-3717 • Fax (850) 224-7206 • Email: gsg@govserv.com

September 1, 2000

VIA FEDERAL EXPRESS

Mr. Mike S. Mullins
Nassau County Attorney
191 Nassau Place
Yulee, FL 32097

Re: Proposed Work Plan for Preparation of the SAISS Special Assessments
for FY 2000-2001

Dear Mike:

Government Services Group, Inc. ("GSG") and Nabors, Giblin & Nickerson, P.A. ("NG&N") are pleased to submit this contract and proposed work plan for preparation of a special assessment for the Nassau County Board of County Commissioners sitting as the SAISS Special Assessment Board.

The attached contract articulates all terms and conditions by which GSG and NG&N will carry forth this engagement. This contract and Scope of Work anticipates that this year's SAISS assessments will be done in the traditional method, as they were last year. Due to the late date, we have not included a time frame and Critical Events Calendar at this point. Once we have received notice to proceed the consulting team working with the County staff will develop a Critical Events Schedule that will outline all due dates and deliverables associated with this program. Although the traditional method will be used this year, time is of an essence and we must begin this project as soon as possible.

Should you have any questions or require additional information, please do not hesitate to contact Camille Gianatasio or myself at (850) 681-3717.

Sincerely,

Robert E. Sheets
CEO

Enclosures

cc: George Nickerson
Virginia Delegal



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P. O. Box 1010
Fernandina Beach, Florida 32035-1010

Nick Deonas
David C. Howard
Pete Cooper
Floyd L. Vanzant
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

September 18, 2000

JOSEPH M. "Chip" OXLEY, JR.
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

Mr. Robert E. Sheets
Government Services Group, Inc.
315 South Calhoun, Suite 860
Tallahassee, FL 32301

Re: Proposed Work Plan for Preparation of the SAISS
Special Assessments for FY 2000-2001

Dear Mr. Sheets:

Enclosed is a certified, fully executed copy of the referenced contract as approved by the Nassau County Board of County Commissioners at its regular meeting on September 11, 2000. Please note paragraph 5 on page 2 has been changed to reflect a fee of "up to \$12,500.00."

If you have any questions or if we may be of any assistance, please let us know.

Sincerely,

J. M. "Chip" Oxley, Jr.
Ex-Officio Clerk

jgb

Enclosure