

CONSULTING AGREEMENT

This consulting agreement made on this 13th day of September, 1999, by and between Langton Associates, Inc., hereinafter referred to as "Langton", and Nassau County Board of County Commissioners, hereinafter referred to as "Client" under the following terms and conditions:

RECITALS

1. Langton agrees to provide professional consulting services to Client for the term of 12 months, commencing October 1, 1999, and ending September 30, 2000. Langton agrees to exercise its best efforts to obtain governmental grants and benefits for Client. It is understood, however, that Langton cannot guarantee results that any certain amount of funds will be obtained for Client.

2. Pursuant to this agreement Langton agrees to provide specific services as follows:

- A. Strategic Grants Plan based on a comprehensive needs assessment;
- B. Strategic Grants Plan Workshop before the Board of County Commissioners;
- C. Determination of funding sources that meet the Client's needs and their availability;
- D. Preparation and submission of all grant applications as requested by Client or as recommended by Langton and approved by the Board of County Commissioners; and
- E. Complete Program Management Assistance on all grants to all departments.

3. In exchange for Langton performing these services as established herein and devoting agency time, Client agrees to pay Langton the sum of \$80,000 to be paid in twelve (12) equal installments of \$6,666.67 per month. Client agrees that payment herein shall be made monthly by the 10th day of the following month after the invoice rendered by Langton.

4. Langton agrees to devote the necessary time and performance of duties for Client, and shall report to the County or its designee on all matters concerning this agreement and the discharge of its scope of services. Inasmuch as the professional services rendered are of a subjective nature subject to differences of opinion, mutual confidence and respect are necessary. Accordingly, this Agreement can be terminated by either party without cause upon giving of a thirty (30) day notice as follows:

- A. As to Langton:
4244 St. Johns Avenue
Jacksonville, Florida 32210
- B. As to Nassau County:
J.M. Oxley, Jr.
Ex-Officio Clerk
P.O. Box 1010
Fernandina Beach, Florida 32035-1010

5. Client agrees to pay the expenses of Langton as set forth herein in conjunction with his services directly relating to Client if approved by the Board of County Commissioners. The expenses may include travel expenses (other than between Jacksonville and Client), which shall be air expense on coach flights, car rental, hotel (at commercial rates), and 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. Client requires prior approval for travel expenses to be incurred by Langton. Langton shall notify Client fifteen (15) days in advance of necessary travel expenses, unless said time is waived in writing in a particular case.

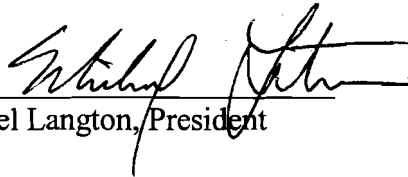
6. MEDIATION: Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court prior to institution of legal proceedings by either party. Mediators will be chosen from a Supreme Court approved list of mediators in the Fourth Judicial Circuit and the cost of mediation shall be borne by Langton.

7. Extension of Agreement. This Agreement may be extended on an optional basis at the end of the term for two (2), one (1) year periods upon mutual agreement of the parties.

WHERETO, the parties have set their hands and seal effective this 13th day of September, 1999.


ATTEST:

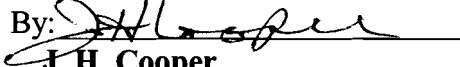
LANGTON ASSOCIATES, INC.

By: 
Michael Langton, President

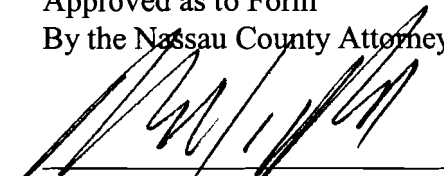
ATTEST:

NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS


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

By: 
J. H. Cooper
Chairman

Approved as to Form
By the Nassau County Attorney:


MICHAEL S. MULLIN

DATE: 9-13-99