

**AGREEMENT FOR DISTRICT MANAGEMENT SERVICES BETWEEN
DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT
AND GOVERNMENTAL MANAGEMENT SERVICES, LLC**

Date of Agreement: 23 day of August, 2005.

Between: Governmental Management Services, LLC
 1260 Gallaher Road, Suite A
 Kingston, Tennessee 37763

(Hereinafter referred to as "Manager");

And: Durbin Crossing Community Development District
 A unit of special purpose local government located in
 St. Johns County, Florida

(Hereinafter referred to as "District").

SERVICES OF DISTRICT MANAGER

This engagement is for the Manager to provide District Management Services for the District. The duties and responsibilities included in the Base Service Contract as District Management Services include, but are not limited to the following:

Management Services

- Attend, record and conduct all regularly scheduled Board of Supervisors' Meetings including landowners meetings, continued meetings and workshops.
- Present the District's annual budget in accordance with Chapter 190, Florida Statutes.
- Ensure District is in compliance with administrative and financial reporting for Community Development Districts.
- Correspond and communicate with Board of Supervisors and Staff to respond to the various needs of the District and Community.
- Review and approve agendas for circulation to the Board of Supervisors.
- Review and approve annual budget, annual audit, monthly disbursements.
- Review annual insurance policy to ensure District maintains proper insurance coverage.

Administrative Services

- Provide minutes for all Board of Supervisors' Meetings including landowners meetings.
- Prepare agenda packages for transmittal to Board of Supervisors and staff 7 days prior to Board of Supervisors' Meeting.
- Ensure compliance with all administrative statutes affecting the District which includes but not limited to:
 - Publish and circulate annual meeting notice.
 - Report annually the number of registered voters in the District by June 1, of each year.
 - Maintain "Record of Proceedings" for the District within the County the District is located which includes meeting minutes, agreements, resolutions and other required records.
 - Properly notice public meetings in accordance with the appropriate Florida Statutes in the newspaper of general circulation of the District.
 - Transmit Registered Agent information to DCA and local governing authorities.
 - File Ordinance or Rule establishing the District to DCA within 30 Days after creation.
 - Publish and circulate annual meeting notice.
 - Report annually the number of registered voters in the District by June 1, of each year.
- Properly Notice all public meetings, in accordance with the appropriate Florida Statutes, in the newspaper of general circulation published in the area in which the District is located, including but not limited to:
 - Organizational Meeting.
 - Annual Meeting.
 - Landowners Meeting within 90 days of creation and as required for future elections.
 - Public Hearing on Assessments.
 - Request for Proposal for engineering services.
 - Public Hearing to adopt general and procedural rules.
 - Public Hearing on Chapter 197, Uniform Method of Collection.
 - All other statutorily required meetings and hearings.

Accounting and Financial Reporting Services

- Establish Governmental Fund Accounting System in accordance with the Uniform Accounting System prescribed by the Florida Department of Financial Services for Government Accounting. This system includes preparing monthly balance sheet, income statement(s) with budget to actual variances.
- Prepare accounts payable and present to Board of Supervisors for approval or ratification.

- Prepare annual budget for review and approval by the Board of Supervisors
- Transmit proposed budget to local governing authorities 60 days prior to adoption.
- Prepare year-end adjusting journal entries in preparation for annual audit by Independent Certified Public Accounting Firm.
- Maintain checking accounts with qualified public depository selected by the Board of Supervisors.
- Ensure compliance with financial and accounting statutes affecting the District which include but are not limited to:
 - Complete annual financial audit report within 12 months after the fiscal year end. Our goal is to have the audit completed within six months of the end of the fiscal year.
 - Circulate annual financial audit report and annual financial report to appropriate governmental agencies.
 - Prepare annual public depositor report.
 - Oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit to bond holders and underwriters, annual/quarterly disclosure reporting, etc.
- Transmit Public Facilities Report to the appropriate agencies
- Bind necessary insurance for the District which includes liability, property, workers' compensation, etc.

Maintenance Contract Administration

Upon direction by the District's Board of Supervisors and upon mutual agreement of the parties hereto, Manager will provide Maintenance Contract Administration for District in general accordance with the fees outlined in Exhibit A. The parties further understand and recognize that the scope and number of contracts to be administered under said fee may be limited and/or multiple fees may be required. Any Maintenance Contract Administration shall be by separate agreement between the parties.

FEES AND TERM OF SERVICES

All services will be completed on a timely basis in accordance with the District needs and statutory requirements.

The District agrees to compensate the Manager in accordance with the fee schedule set forth in the attached Exhibit A. Payment for these services shall be payable in equal monthly installments at the beginning of each month, and may be amended annually as evidenced by the budget approved by the Board.

In addition, the District agrees to reimburse the Manager for expenses incurred as part of performing the duties and responsibilities outlined in this contract. These expenses include, but are not limited to: travel, reproduction, printing and binding, long distance telephone, facsimile transmission, postage and express mail, legal advertising and supplies, computer time. All expenses shall be at the cost incurred by Manager, and in all cases shall be consistent with the provisions of Chapter 112, F.S., to the extent applicable.

This Agreement shall automatically renew each Fiscal Year of the District, unless otherwise terminated by either party. The District will consider price adjustments each twelve (12) month period to compensate for market conditions and the planned workload of the District to be performed during the next twelve (12) month period. Evidence of price or fee adjustments will be approved by the Board in its adopted or amended Fiscal Year Budget.

DISTRICT RESPONSIBILITIES

The District shall provide for the timely services of its legal counsel, engineer and any other consultants, contractors or employees, as required, for the Manager to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District.

In the event Manager is required to provide on site services, District agrees to provide sufficient office space and equipment in District's facilities for Manager to use.

TERMINATION OF THIS CONTRACT

This Contract may be terminated as follows:

1. By the District for "good cause," which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the Manager which termination may be immediate; or
2. By the Manager or District, for any reason, upon 60 days written notice.

In the event this Contract is terminated in either manner above stated, the Manager will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

GENERAL TERMS AND CONDITIONS

1. All invoices are due and payable when received.
2. This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida.
3. In the event that any provision of this contract shall be determined to be unenforceable or invalid by a court such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.

4. The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the Manager, without the approval of the District.
5. The Manager agrees to pay, discharge, defend (if required by the District), indemnify and hold the District and its supervisors, agents, employees, representatives, successors and assigns harmless from and against any and all demands, claims, causes of action, proceedings, obligations, settlements, liabilities, damages, injunctions, penalties, liens, losses, charges and expenses of every kind or nature (including, without limitation, reasonable fees of attorneys and other professionals retained by the District in the event Manager fails to retain counsel to represent the District, its supervisors, agents, employees, representatives, successors and assigns, who is reasonably acceptable to the District), incurred by the District or its supervisors, agents, employees, representatives, successors and assigns arising out of or in connection with: (i) any management services to be provided by the Manager pursuant to this Contract; (ii) any failure by Manager to perform any of its obligations under this agreement; (iii) any accident, injury or damage to property or persons, if caused by the acts or omissions of Manager or Managers officers, partners, employees, contractors, subcontractors, invitees, representatives, or agents; (iv) any and all accidents or damage that may occur in connection with Managers or Manager's officers, employees, contractors, subcontractors, invitees, representatives, or agents use of the District property; (v) any failure of Manager or Manager's officers, employees, contractors, subcontractors, invitees, representatives, or agents to comply with any applicable codes, laws, ordinances, or governmental requirements, agreements, approvals, or permits affecting District property. The provisions of this paragraph shall survive the expiration or sooner termination of this Contract.
6. Nothing contained in this Contract shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
7. Any amendment or change to this Contract shall be in writing and executed by all parties.

NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, or express mail with proof of receipt. If sent to the District, notice shall be to:

Durbin Crossing Community Development District
1754 Bayshore Lane
Coconut Grove, Florida 33133

Attn: Patrick E. Sessions Chairperson

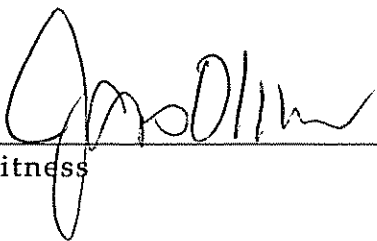
With a copy to: Cheryl Stuart, Esq.
Hopping Green & Sams, P.A.
123 South Calhoun Street
Tallahassee, Florida 32301

If notice is sent to Manager, it shall be sent to:

Governmental Management Services, LLC
1260 Gallagher Road, Suite A
Kingston, Tennessee 37763
Attn: Darrin Mossing


This Contract shall represent the entire agreement between the Manager and the District. Both Manager and District understand and agree with the terms and conditions as set forth herein.

Approved by:



Witness

Board of Supervisors
Durbin Crossing Community
Development District

By: 

Chairperson

Governmental Management Services,
LLC.



Witness



James A. Perry, Managing Director

EXHIBIT A
DISTRICT MANAGEMENT FEE SCHEDULE
2005

Base Services Contract

Management Services, Financial and Accounting Services, Administrative Services

Annual Fee	\$40,000 (plus reimbursables)
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Other Services*

- | | |
|---|----------------------------|
| • Maintenance Contract Administration | \$ 12,000 (annually) |
| • Annual Assessment Administration Fee | \$ 5,000 |
| • Bond Issuance Cost | \$ 15,000 (per bond issue) |
| • Construction Accounting Fee | \$ 3,500 (annually) |
| • SERC Preparation & Assistance w/ Petition | \$ 4,000 |
| • Assessment Methodology Preparation | \$ 15,000 |

*Costs for other services shall be by separate agreement or work authorization and may be adjusted based upon the scope of services provided.