

A G R E E M E N T

THIS AGREEMENT entered into this 8th day of February, 1993, by and between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, hereinafter referred to as "County" and whose post office address is Post Office Box 1010, Fernandina Beach, FL 32034, and KEEP NASSAU BEAUTIFUL, INC., a non-profit corporation, hereinafter referred to as "KNB", whose post office address is 11 North 14 Street, Fernandina Beach, FL 32034.

For and in consideration of ten and no/100 dollars (\$10.00) and other agreed upon consideration, the parties agree as follows:

1. KNB shall develop a plan for an environmental education facility to be known as the Nassau Ecological Park, to be located on Little Berry Lane, Nassau County, Florida. Said proposal to be approved by Department of Environmental Regulations and the Board of County Commissioners.

2. KNB shall be responsible for implementing the approved plans for the Park, including the construction of said Park.

3. Construction may commence upon the Board of County Commissioners providing notice to KNB of approval and a notice to proceed.

4. KNB shall make written quarterly reports to the Board of County Commissioners every sixty (60) days commencing March 1, 1993, and appear quarterly at regularly scheduled meetings to address the construction and implementation of the facility. KNB may be required to appear at other times as requested by the Board of County Commissioners.

5. County shall pay to KNB the total sum of \$180,000.00. Said amount shall be paid as follows:

A. Upon approval of this Agreement, the County shall pay to KNB the sum of \$7,324.56.

B. The balance shall be paid in monthly draws as necessary to pay for invoiced and completed work. KNB shall provide a request for payment to the Clerk no later than the 25th day of the month, and the Clerk shall submit the request for payment to the Board for their approval no later than the first regularly scheduled Board meeting of the month following the request for payment from KNB.

C. The accounting of said monies shall be directed by the Clerk's office, and KNB shall provide the Clerk's office with any and all documentation required by the Clerk.

6. KNB shall also provide audited financial reports at the expense of Nassau County to the Clerk's Office for review and transmittal to the Board of County Commissioners. Said audits to be performed by a certified public accountant and shall be paid for by the County in addition to the \$180,000.00 provided for by this Agreement.

7. The Board of County Commissioners may cancel this Agreement at any time if the requirements of this agreement are not adhered to or in the event that the Board deems necessary.

8. All contracts for the construction shall be between KNB and the various contractors. Permits and warranties shall be in the name of Nassau County.

9. KNB shall adhere to any and all state, federal and local

laws applicable to this project.

10. County shall provide a conservation easement for the facility to the Florida Department of Environmental Regulation.


11. County shall provide a Notice of Commencement on said facility as required by the Florida Mechanics Lien laws and shall provide, at the County's expense, in addition to the \$180,000.00 provided for by this Agreement, any other legal or title work which may be necessary in order to satisfy all state, federal, and local permitting requirements applicable to this project.

12. This Agreement may be modified with the consent of both parties.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


JAMES E. TESTONE
Its: Chairman

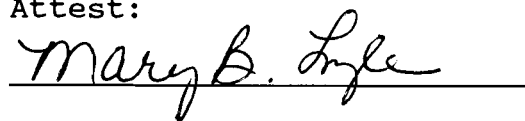
ATTEST:


T. J. GREESON
Its: Ex-Officio Clerk

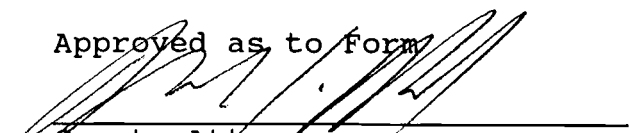
KEEP NASSAU BEAUTIFUL, INC.

By: 
Its: President

Attest:


Its: Secretary

11/b:knb.com

Approved as to Form

County Attorney