

STATE OF FLORIDA DEPARTMENT OF COMMERCE **Division of Economic Development**

March 10, 1995

Ms. Joanna Cason Chief Assistant to Clerk Nassau County Post Office Box 456 Fernandina Beach, Florida 32034

Economic Development Transportation Fund Project #94/9545B Nassau County/Coastline Plastics

Dear Ms. Cason:

Enclosed is an original Economic Development Transportation Fund Agreement Modification with Nassau County and the Florida Department of Commerce on behalf of Coastline Plastics. This Agreement Modification extends the Agreement termination date to January 31, 1997. It also extends the road construction commencement date to July 31, 1995 and completion date to January 31, 1996, and adds Florida Statute language changes to audits and vendor rights clauses.

If you have any questions, please call me at 904/922-8738.

Sincerely, Barbara W. M. Lenden

Barbara W. McLendon

Administrative Assistant

/bwm

Agreement Modification Enclosure:

AGREEMENT MODIFICATION

Agreement made this Oth day of March, 1995, modifies the Agreement (a copy of which is attached and incorporated herein by this reference and designated as Exhibit "A" for purpose of this Agreement) entered into on the 3rd day of October, 1994, between the State of Florida Department of Commerce, Division of Economic Development, hereinafter referred to as the "Department", and the County of Nassau, hereinafter referred to as the "County", whereby the Department encumbered funds in the amount of \$1,327,140 in connection with the location of facilities in the "County" by Coastline Plastics, Inc. and agrees to extend said Agreement and acknowledges the changes in audit language as follows:

WITNESSETH

WHEREAS, pursuant to Section 22 of this Agreement, said

Agreement may be modified upon the written and mutual consent of
the parties, and

WHEREAS, the "County" has requested an extension to the project commencement and termination dates, and

WHEREAS, the Department has made changes to coincide with Florida Statute language, and

WHEREAS, the Department finds this request to be reasonable.

NOW, THEREFORE, in consideration of the mutual understandings and agreements hereinafter set forth and agreed between the parties as follows:

1.0 Modification

The following paragraphs of Exhibit "A" are modified and changed to read as follows:

- 2. The term of this Agreement shall commence upon execution and continue through January 31, 1997, unless earlier terminated as provided herein.
- 12. Vendors providing goods and services to an agency should be aware of the following time frames. Upon receipt, an agency has five (5) working days to inspect and approve the goods and services, unless the bid specifications, purchase order or contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. With the exception of payments to health care providers for hospital, medical, or other health care services, if a payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods and services are received, inspected, and approved, a separate interest penalty, set by the Comptroller pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (904) 488-8477 or the Purchasing Office at (904) 488-0225. The interest penalty provision applies after a 35 day time period to health care providers for hospital, medical, or other health care services from the date payment eligibility is determined, and the daily

interest rate is .03333%. Interest penalties of less than one (1) dollar will not be enforced unless the vendor requests payment. Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (904) 488-2924 or by calling the State Comptroller's Hotline, 1-800-848-3792.

- 16. The "County" shall provide copies to the "Department" of all audit reports made pursuant to:
- (a) Sections 11.45, 125.01(1) (x), and 218.33 Florida Statutes, and
- (b) Section 215.349(2) Florida Statutes, which provides:
- 1. "If the amounts received exceed \$100,000, have an audit performed in accordance with the Rules of the Auditor General promulgated pursuant to s. 11.45", or
- 2. "If the amounts received exceed \$25,000, but do not exceed \$100,000, have an audit performed in accordance with the Rules of the Auditor General promulgated pursuant to s. 11.45 or have a statement prepared by an independent certified public accountant which attests that the receiving entity or organization has complied with the provisions of the grant", or

- 3. "If the amounts received do not exceed \$25,000 have the head of the entity or organization attest, under penalties of perjury, that the entity or organization has complied with the provisions of the grant", encompassing any and all project records and documents made during the term of this Agreement.
- 18. Unless terminated earlier the construction of the transportation project shall commence by July 31, 1995 and be completed on or before January 31, 1996. The Department shall have the immediate option to terminate this Agreement should the "County" fail to meet either of the above required dates.

2.0 Re-affirmation

The parties hereby reaffirm all portions of Exhibit "A" are not in conflict with provisions of this Agreement Modification.

IN WITNESS WHEREOF, the parties hereto have caused their hands and seals to be set to this four (4) page Agreement Modification, written by their respective officials thereunto duly authorized.

STATE OF FEDRIDA

DEPARTMENT OF COMMERCE

DIVISION OF ECONOMIC DEVELOPMENT

BY:

TITLE: <

ATTEST: /

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COUNTY COMMISSION

NASSAU COUNTY, FLORIDA

TITIE: Chairman

BY:

ATTEST:

TITLE: Ex-Officio Clerk

EXHIBIT "A"

AGREEMENT

This Agreement, entered into this 300 day of October, 1914 between the State of Florida Department of Commerce, Division of Economic Development, hereinafter referred to as the "Department", and the County of Nassau, hereinafter referred to as the "County".

WITNESETH:

WHEREAS, the Department has determined that the construction of a transportation project, a description of which is contained in the Economic Development Transportation Fund Application, which is attached as Exhibit "A" hereinafter referred to as the "Project", is necessary to facilitate the economic development and growth of the State as contemplated by Section 288.063, Florida Statutes, and

WHEREAS, the County is prepared to complete the Project at an estimated total cost of \$1,436,340 and

WHEREAS, the Department is prepared to provide \$1,327,140 toward the total project cost of construction of the transportation project described below.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth and agreed between the parties as follows:

1. The Project is described as follows:

Construct a two lane access road with safety median from Highway AlA/State Road 200 to the company's site, a distance of approximately .83 miles in length.

and is in connection with the location of facilities by Coastline Plastics, Inc. hereinafter referred to as the "Company".

- 2. The term of this Agreement shall commence upon execution and continue through July 30, 1996, unless terminated at an earlier date as provided herein.
- 3. Upon execution of this Agreement by the Department and upon written request from the County, the Department will transfer funds to the County to be applied toward direct Project costs on a quarterly basis consistent with project needs.
- Department shall be invested by the County until their actual expenditure, in such income or revenue producing investments as authorized by law for other County funds. All income, interest or other revenues obtained from such investment shall be considered funds of the Department. The income, interest or other revenues shall be remitted to the Department on a semi-annual basis within fifteen (15) days of the close of the months June and December, regardless of the month in which funds were received. Upon completion of the project, all remaining income, interest, or other revenues shall be returned to the Department.

5. Project funds made available by the Department shall not be released until the following have been satisfied.

. . .

- (a) The County shall agree by resolution to accept future maintenance and other attendant costs occurring after completion of the Project for the portion of the Project on the County system and forward said resolution to the Department.
- Department that the Company referred to in paragraph 1 above has secured the necessary permits including but not limited to building permits and initiated construction of the facilities referenced therein. If the County fails to provide such certification to the Department within 180 days of this contract's execution, the Department may, at its discretion, terminate this Agreement.
- (c) Verification of invoices, statements or other related documents duly submitted to the County for preaudit and approval by the County.
- (d) The County shall certify that its adopted local government comprehensive plan is in compliance with Chapter 163, Part II, Florida Statute, and that any amendments to the adopted plan related to the transportation projects or business facility have been determined by the Department of Community Affairs to be in compliance with Chapter 163, Part II, Florida Statute.
- (e) The County shall provide to the Department certification and a copy of appropriate documentation

substantiating that all required right-of-ways have been obtained and meet the definition of right-of-way set forth in Section 334.03(22), Florida Statutes.

- 6. Funds made available by the Department pursuant to this Agreement shall be expended solely for the purpose of the Project. No such funds shall be used for the purchase of any capital equipment, landscaping, mitigation planting, water and sewer lines, for any legal action against the Department, for the administration of the project fund or costs associated with preparation of the application.
- 7. Funds may not be used for the purpose of lobbying the legislature or a state agency per Section 216.347, Florida Statutes.
- 8. As an inducement to the transfer of funds referred to in paragraph 3 above, the County grants the assurances that, if initiated, the Project will be carried through to its completion and will not require the expenditure of any additional funds from the Department. The County shall be liable for all cost overruns on the Project.
- 9. The County agrees to design and construct the Project in accordance with standards promulgated by the Florida Department of Transportation (DOT) in accordance with Section 336.045 Florida Statutes, and to provide certification of same to the Department upon completion of the Project. Such certification shall be provided by a professional engineer registered in Florida who shall certify that all design and

construction for the Project is in substantial conformance with the standards established by DOT pursuant to Section 336.045, Florida Statutes.

- 10. Prior to the Department's release of any requested funds, the County shall provide the Department with written notification of either its intent to:
- (a) Award the construction of the transportation project to the lowest and best bidder in accordance with applicable state and federal statutes, rules and regulations. The County shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
- (b) Construct the transportation project utilizing existing County employees, if the County can complete said project within the time frame in paragraph 13 of this Agreement.
- 11. The County is encouraged to utilize "minority" business enterprises," as defined in Section 288.703, Florida Statutes, as subcontractors or sub-vendors when permitted under this Agreement and shall, report same to the Department.
- agency should be aware of the following time frames. Upon receipt, an agency has five (5) working days to inspect and approve the goods and services, unless the bid specifications, purchase order or contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter

of the date of the invoice is received or the goods or services are received, inspected or approved. If a payment is not available within 40 days, a separate interest penalty of .0333 percent per day will be due and payable, in addition to the invoice amount, to the vendor. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the vendor requests payment. Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (904) 488-2924 or by calling the State Comptroller's Hotline, 1-800/848-3792.

13. The County further agrees:

(a) To maintain books, records, documents and other evidence according to generally accepted governmental accounting principles, procedures and practices which sufficiently and properly reflect all costs of any nature incurred by the County in the performance of this Agreement and to retain said books, records, documents and other evidence for a period of three (3) years after termination of this Agreement.

- (b) That aforesaid records, books, documents and other evidence shall be subject at all times to inspection, review or audit by state personnel of the Office of Auditor General, Office of Comptroller and other state personnel authorized by the Department.
- (c) To include these aforementioned audit and recordkeeping requirements in contracts and subcontracts entered into by the County with any party for work required in the performance of this Agreement.
- (d) That three (3) months after the date of execution of this Agreement and every three (3) months thereafter, the County will provide the Department with a report containing a detail of work completed according to the project schedule; a description of any change orders executed; and a budget summary detailing planned expenditures versus actual expenditures; and identification of minority business enterprises used as contractors and subcontractors.
 - 14. Upon termination of this Agreement the County will provide the following:
 - (a) Certification that the Project has been completed in compliance with the terms and conditions of this Agreement.
 - (b) A report which shall specify (i) the total funds transferred to the County by the Department pursuant to this Agreement; (ii) the total income, interest or other revenues obtained from the investment of said funds; (iii) the

total direct Project costs paid from funds made available by the Department pursuant to this Agreement; (iv) the balance of any unexpended Project funds; (v) the actual amount of the Company's capital investment and (vi) the actual number of permanent full-time jobs created by the Company.

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- 15. Two (2) years after the Company has completed the construction associated with this transportation project, the County will provide the Department with the actual number of new permanent full-time jobs created by the Company.
- Department of all audit reports made pursuant to Sections 11.45, / 125.01(1)(x) and 218.33, Florida Statutes, encompassing any and all Project records and documents made during the term of this Agreement.
- contractor and not as an employee of the Department in the performance of this Agreement. The County covenants and agrees that it will indemnify, and hold harmless the Department and all of the Department's officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the County during the performance of the contract, whether direct or indirect, and whether to any person or property to which the Department, or said parties may be subject to, except that neither the County nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or

property directly caused or resulting from the sole negligence of the Department or any of its officers, agents or employees.

- 18. Unless terminated earlier, the construction of the transportation project shall commence no later than January 31, 1995 and shall be completed on or before July 30, 1995. The Department shall have the immediate option to terminate this Agreement should the County fail to meet either of the above required dates.
- 19. Upon termination or expiration of this Agreement, any funds made available by the Department pursuant to this Agreement that have not been expended at that time shall be returned to the Department. All investment earnings realized pursuant to paragraph 4 above shall be returned to the Department.
- Department pursuant to this Agreement which are determined by the Department to have been expended by the County in violation of this Agreement, other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications required or permitted to be filed by the County shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- 21. This Agreement may be terminated by the Department in the event the County fails to perform or honor the requirements and provisions of this Agreement, upon no less than

24 hours notice in writing delivered by certified mail, return receipt requested, or in person with proof of delivery. In the event of such termination, the County shall return funds in accordance with paragraphs 19 and 20, of this Agreement within 30 days of the termination of this Agreement.

of the terms and conditions of this Agreement, the County shall make such request for modification in writing to the Department at anytime during the term of this Agreement. However, where the request for modification relates to changes in the project commencement and/or project completion date, such request must be received by the Department prior to the expiration of the current commencement or project completion date.

If the request for modification of the commencement or completion date is made after the expiration of such date, the Department shall have the option to terminate this Agreement.

23. By the execution hereof, the parties covenant that the provisions of this Agreement have been duly approved and signatories hereto are duly authorized to execute this Agreement.

This Agreement is executed in duplicate originals.

IN WITNESS WHEREOF, the parties hereto have caused their hands and seals to be set to this eleven (11) page Agreement the day and year first above written by their respective officials thereunto duly authorized.

STATE OF FLORIDA

DEPARTMENT OF COMMERCE

DIVISION OF ECONOMIC DEVELOPMENT

BY:

TITLE:

COUNTY COMMISSION

COUNTY OF NASSAU, FLORIDA

BY:

John A.Crawford, Chairman Board of County Commissioners

ATTEST:

Jerry" Greeson, Ex-Officio Cle

Board of County Commissioners TITLE:

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Applicants are advised that this application must be submitted in accordance with the provisions of Florida Statutes, Section

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ROADWAY ESTIMATE FOR FERNANDINA INTERNATIONAL TRADEPLEX JULY 15, 1994

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ITEM	QUANTITY	UNIT PRICE	TOTAL
1. Asphalt Pavement	20,000 S.Y.	\$ 3.75	\$ 75,000
2. Limerock	22,800 S.Y.	5.75	131,100
3. Base (12 inch)	33,400 S.Y.	1.50	50,100
4. Curb and Gutter	12,800 L.F.	8.00	102,400
5. Fill (A-3)	48,400 C.Y.	5.50	266.200
6. Seeding/Grass	22,000 S.Y.	.40	8,800
7. Striping & Merking	9,500 L.F	1.35	12,825
8. Clearing & Grubbing	10.5 Acres	3,500.00	36,750
9. 18" R.C.P.	1,450 L.F.	$1.25/\mathrm{IN}\phi/\mathrm{Ft}$.	32,625
10. 24" R.C.P.	2,000 L.F.	$1.25/\mathrm{IN}\phi/\mathrm{Ft.}$	60,000
11. 30° R.C.P.	800 L.F.	$1.25/\mathrm{IN}\phi/\mathrm{Ft}$.	30,000
12. Curb Inlets (Type 4)	28 Each	2,000.00	56,000
13. End Sections	6 Each	1,500.00	9,000
14. Signs	Lump Sum	13,000.00	13,000
15. Geotechnical	Lump Sum	32,000.00	32,000
16. Traffic Detouoring	Lump Sum	10,000.00	10,000
17. Removal of Unsuitable Soils	25,000 C.Y.	3.00	<u>75.000</u>
SUBTOTAL			1,000,800
18. Const. Survey	Lump Sum		
19. Const. Survey	Lump Sum		
20. Design Engineering	Lump Sum		
SUBTOTAL		326.340	<u>326,340</u>
GRAND TOTAL			\$1,327,140

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If so, how does it further those efforts?

G. Is the applicant's transportation project linked to other publicly funded economic development programs?

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Specific Authority 266.063, 120.53 (1) (2), F. S.
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Signature: (Title)
Chairman, Board of County Commissioners
(9m3N)
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STATE OF FLORIDA DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT TRANSPORTATION FUND

Applicant Grant Amount

Nassau County \$1,327,140

Company :

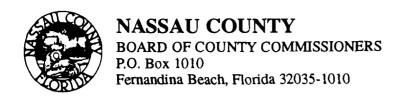
Coastline Plastics

Project # : 94/9545B

REQUEST FOR MODIFICATION

The Nassau County is requesting a modification to extend the commencement date from January 31, 1995 to
March 31, 1995 because:
County has been made aware that this grant is going to require additional
Federal Requirements due to this money being used as match for additional
money for the Water & Sewer on this property. Specifications require
federal approval before bidding therefore, construction cannot begin
until this is completed.
Chairman, Board of County Commissione (Name) Jimmy L. Higginbotham
Date Prepared: 1/24/95
(Name) (Title)

Director's Office 904/488-6300 Business Assistance 904/488-9357 Economic Analysis 904/487-2568 Industry Development 904/488-9360 Motion Picture and Television 940/487-1100



Jim B. Higginbotham John A. Crawford Tom Branan Chris Kirkland

Dist. No. 1 Fernandina Beach Dist. No. 2 Fernandina Beach Dist. No. 3 Yulee

Tom Branan Dist. No. 3 Yulee Chris Kirkland Dist. No. 4 Hilliard Dist. No. 5 Callahan

T.J. "Jerry" GREESON Ex-Officio Clerk

MICHAEL S. MULLIN County Attorney

January 24, 1995

Ms. Barbara McLendon Administrative Assistant State of Florida Department of Commerce Division of Economic Development Collins Building 107 W. Gaines Street, Room 443 Tallahassee, FL 32299-2000

Re: Economic Development Transportation Fund Project #94/9545B, Coastline Plastics

Dear Ms. McLendon:

Please find attached our Request for Modification.

We hope this information is sufficient for extending our commencement date from January 31, 1995 to March 31, 1995.

Should you have any questions, or if further information is required, please let us know.

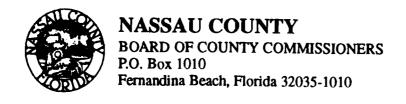
Sincerely, Caven

Joanna R. Cason

Chief Assistant to the Clerk

JRC/tb

Enclosures



Jim B. Higginbotham
John A. Crawford
Tom Branan
Chris Kirkland
Jimmy L. Higginbotham
Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

T.J. "Jerry" GREESON Ex-Officio Clerk

MICHAEL S. MULLIN County Attorney

FACSIMILE TRANSMITTAL SHEET

DATE:_	1/24/95 NUMBER OF PAGES	(INCLUDING	COVER)_	3	
TO: _	State of Florida				
_	Department of Commerce	<u> </u>			
_	(904) 922-9596 Fax				
ATTN:_	Barbara McLendon				
_	Administrative Assistant				
FROM:	Joanna Cason				
-	Nassau County Clerk's Office				
	ne transmission is incomple y:Trice Benge	te or poor , at			
FAY M	achine Number: (904) 321-573	77			

(904) 225-9021 Board Room; 321-5703, 879-1029, 355-6275

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Starks,
Opanie



STATE OF FLORIDA DEPARTMENT OF COMMERCE Division of Economic Development

November 18, 1994

Ms. Joanna Cason Chief Assistant to Clerk Nassau County Post Office Box 456 Fernandina Beach, Florida 32034

:

Re:

Applicant

Nassau County

Grant Amount

\$1,327,140

Company

Coastline Plastics

Project #

94/9545B

Dear Ms. Cason:

This letter is to remind you that in the Economic Development Transportation Fund agreement referenced above, the construction commencement date for the project is January 31, 1995, and final completion date for the project is July 30, 1995.

If construction on the transportation project will not begin by the commencement date specified in the agreement, please complete the enclosed request for modification. This will serve as written notice that a modification is requested to extend the commencement date. If a modification is necessary, this request should be returned to the Department within 10 days upon receipt of this letter. The Department will then consider the written request pursuant to the modification provision of the above referenced agreement.

If you have any questions, please call Barbara McLendon, Contract Auditor, at (904) 488-9357.

Sincerely,

Steve Mayberry

Director

Director's Office 904/488-6300 Business Assistance 904/488-9357 Economic Analysis 904/487-2568 Industry Development 904/488-9360

Motion Picture and Television 940/487-1100



STATE OF FLORIDA DEPARTMENT OF COMMERCE **Division of Economic Development**

November 18, 1994

Ms. Joanna Cason Chief Assistant to Clerk Nassau County Post Office Box 456 Fernandina Beach, Florida 32034

Re: Applicant Nassau County

Grant Amount

\$1,327,140

Company

Coastline Plastics

Project #

94/9545B

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Sincerely,

Mayberr Director

Director's Office 904/488-6300 Business Assistance 904/488-9357 Economic Analysis 904/487-2568

Industry Development 904/488-9360

Motion Picture and Television 940/487-1100



STATE OF FLORIDA DEPARTMENT OF COMMERCE Division of Economic Development

January 11, 1995

Ms. Joanna Cason Chief Assistant to Clerk Nassau County Post Office Box 456 Fernandina Beach, Florida 32034

Re: Applicant : Nassau County Grant Amount : \$1,327,140

Company : Coastline Plastics

Project # : 94/9545B

Dear Ms. Cason:

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If you have any questions, please call Barbara McLendon, Contract Auditor, at (904) 488-9357.

Steve Mayberry

Director's Office 904/488-6300 Business Assistance 904/488-9357 Economic Analysis 904/487-2568

Industry Development 904/488-9360

ector

Sincerely

Motion Picture and Television 940/487-1100



STATE OF FLORIDA DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT TRANSPORTATION FUND

Applicant Grant Amount Nassau County \$1,327,140

Company :

Coastline Plastics

Project # : 94/9545B

REQUEST FOR MODIFICATION

he Nassau County is a o extend the commence	ssau County is requesting a modification end the commencement date from January 31, 1995 to				
	beca	use:			
					
			<u> </u>		
			_ 		
(Name)			(Title)		
(Name)			(Title)		

Director's Office 904/488-6300 Business Assistance 904/488-9357 Economic Analysis 904/487-2568 Industry Development 904/488-9360 Motion Picture and Television 940/487-1100

MEMORANDUM

TO:

Joyce Bradley, BOCC

FROM:

Eron D. Thompson, Grants Coordinator

DATE:

21 July 2003

SUBJECT:

Original contracts Economic Development Transportation Fund

Joyce, I located the attached two documents in a box in the Grants Department area. They are the fully executed agreement and an agreement modification for the Economic Development Transportation Fund, Project #94/9545B Nassau County/Coastline Plastics. After speaking with Susan Abels and pursuant to direction from Mr. Oxley, I was advised to forward these files to you.

If you have any questions, please let me know.

Thanks.