

ADVERTISING AGENCY AGREEMENT

THIS AGREEMENT is executed on this 29th day of September, 2004, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a **political subdivision of the State of Florida**, hereinafter referred to as the "County" at 96160 Nassau Place, Yulee, Florida 32097 and **COMMUNICATIONS CONSULTANTS, INC., t/a BCF**, a **Virginia corporation**, (the "Agency") at 240 Business Park Drive, Virginia Beach, VA 23462.

RECITALS

The Amelia Island Tourist Development Council ("AITDC") has recommended to the County that it retain the Agency effective October 1, 2004, to develop marketing communications programs and conduct advertising campaigns, public relations, interactive marketing services and other means of destination marketing to promote Amelia Island as an ideal tourist destination (the "Advertising Services").

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of ten and no/100 dollars (\$10.00) and other mutually agreed upon consideration, the receipt and adequacy of which is hereby acknowledged and stipulated, and the County and the Agency agree as follows:

1. **APPOINTMENT AND AUTHORIZATION OF AGENCY**

The Agency is hereby retained and appointed by the County, effective as of October 1, 2004, to represent the AITDC in carrying out its marketing communications program during the term specified in this Agreement. Subject to the Agency's obligations through the AITDC to obtain County's prior approval with respect to certain matters as provided in this Agreement, the Agency is authorized to act as the County's agent in purchasing materials and services required to produce and place the Advertising Services on AITDC's behalf. All such materials and services will become the County's property upon purchase, subject to the agreements for use of talent and copyrighted materials

purchased from third parties (e.g., use of talent and copyright materials for the length of time purchased), and shall be used by the Agency only in connection with the promotion of Amelia Island tourism on behalf of the AITDC.

2. AGENCY SERVICES

Effective as of October 1, 2004, the Agency shall act as AITDC's representative and perform, after first obtaining AITDC's prior authorization, any or all of the following services to the extent necessary to meet AITDC's needs for the promotion of Amelia Island tourism.

2.1 Develop and implement an integrated advertising, promotion, public relations, interactive marketing services, other means of destination marketing, and communications plan (the "Integrated Communications Plan") including but not limited to:

A. A strategic position and essential message for all audiences with which the AITDC desires to communicate. In this regard, the Agency will examine and consider market research, demographic data, and data relating to the effectiveness of past and present advertising campaigns, as provided by AITDC, Amelia Island/Fernandina Beach/Yulee Chamber of Commerce, or Amelia Island tourism-related businesses and associations. The Agency will not be required to conduct or supervise original market research except for an additional fee subject to a signed agreement entered into by both the parties to this Agreement for this additional service.

B. A media plan for appropriate media channels.

C. Creative concepts for all elements identified in the Integrated Communications Plan.

D. Coordination and service(s) necessary to implement the Integrated Communications Plan (account service).

E. Buying all media.

F. Budget control and traffic.

G. Ongoing analysis of media response, using data to be compiled and supplied by the AITDC.

H. From time to time, conduct conversion studies or other research projects using AITDC data.

2.2 Execute the Integrated Communications Plan and execute all cooperative advertising, including but not limited to:

A. Finished art for approved creative concepts.

B. Copywriting.

C. Art direction.

D. Print, outdoor, motion picture, internet/web and broadcast production.

E. Production of sales promotion, merchandising, display and other collateral materials for the AITDC's use.

F. Public relations.

2.3 Coordinate existing cooperative marketing opportunities and develop additional cooperative marketing opportunities, subject to AITDC's prior approval.

2.4 Contract and supervise subcontractors at County's expense only upon request by the AITDC, to provide research and other promotional services, and integrate the performance of such contracts into the overall marketing plan of the AITDC, developed by the Agency. Subcontractors for these purposes shall be requested specifically by AITDC and/or its Marketing Committee, and shall be chosen by, or subject to the prior approval of the AITDC and/or its Marketing Committee, which approval shall not be unreasonably withheld or delayed. The Agency shall use its commercially reasonable best efforts to negotiate subcontract provisions that allow the Agency to cancel or modify any subcontract work in progress being conducted for the account of the County, predicated upon payment to the subcontractor for work and services performed through the effective date of the cancellation or modification.

2.5 In the performance of its services under this Agreement, the Agency shall:

A. Produce advertising for AITDC only after first submitting copy and layout or scripts and storyboards for written approval to AITDC's Marketing Committee or its designated representative

B. Make no financial expenditures or commitments for the County's account for media or other costs or subcontracts without first obtaining the AITDC's Marketing Committee's or its designated representative's written consent based on a written budget and an estimate of costs prepared by the Agency and signed by an authorized AITDC representative. Failure to comply will result in loss of Agency fee on the unapproved expenditure.

C. In ordering the space, time or other means to be used for AITDC's advertising, endeavor to secure the most advantageous rates available; properly incorporate AITDC's advertising message in mechanical or other appropriate form and transmit it with proper instructions for the fulfillment of the order; check and verify insertions, displays, broadcasts or other means used in such manner as customary and good practice by advertising agencies; and verify invoices with proof of performance for space, time, materials and services.

D. Hold for the County and account for or return upon request to the County any of the County's tangible personal property, which may from time to time be entrusted to Agency for the purposes provided in this Agreement.

E. Cancel or modify, in accordance with AITDC's or its designee's instructions, work in progress. When directed to cease work, the Agency shall immediately terminate all third-party commitments in connection with such work where Agency has such right of termination and subject to any applicable notice periods. The County acknowledges and understands that the Agency's ability to cancel third-party commitments will be dependent upon the terms of such agreements and the effective date of such terminations may not be immediate (e.g., the commitments might have a thirty (30) day (or longer) notice requirement). The agency shall exercise its best efforts to have all third party commitments provide for termination upon the giving of thirty (30) days prior written notice. The County agrees that the Agency shall not be liable to the County if it is unable to effectuate an immediate termination of such third party commitments. See 2.7 below.

F. Attempt to secure on behalf of AITDC public service announcements and bonus media, where possible.

G. The Agency will report the financial status of the approved budget to the AITDC and members of its Finance Committee or their designee within five working days of each month end. The AITDC will consolidate this information and report it quarterly to the County. The report will show purchases authorized, billed and paid as well as the partner portion of all cooperative programs. The Agency agrees to furnish all reports required by the County.

H. Agency will attend all AITDC meetings, Marketing Committee meetings and such other meetings requested by AITDC and/or its designee.

2.6 From time to time and at its own discretion, AITDC may elect to obtain certain marketing, research or other services directly from subcontractors, not through the Agency. Such services or projects would be specifically requested and budgeted by the AITDC. The Agency would not be responsible for budgeting and supervising the services obtained directly or for the performance of such directly engaged subcontractors.

2.7 County shall have the right to modify, reject, cancel or discontinue any work in progress and any related agreements or commitments entered into by Agency on County's behalf, subject to applicable notice periods, in which event the following shall apply:

2.7.1 Agency will be entitled to full payment in accordance with the terms of this Agreement for all charges incurred by Agency in connection with such work up to the time of its modification, cancellation, or discontinuance.

3. SUBCONTRACTING AND EXPENSES

The Agency shall maintain at its headquarters an adequate and competent professional staff to perform its duties under Section 2 of this Agreement. The Agency may contract with third parties to provide certain materials and services such as film, video, outdoor and collaterals necessary for carrying out the Agency's duties based on first obtaining AITDC's Marketing Committee or its designee's written consent consisting of a written budget, an estimate of costs prepared by the Agency and signed by an authorized designee of the AITDC. Failure to comply will result in loss of Agency fee on the unapproved expenditure.

The County shall reimburse the Agency for the costs of such materials and services, provided that the Agency shall be responsible for the completion of all subcontracted work in a manner deemed satisfactory by AITDC and its designee, except, as later provided, media purchases, and other out-of-pocket purchases contained in the budget and cost estimates approved in writing, in advance, by the County shall be paid by the County, in advance, and only the Agency's fee applicable to such media or out-of-pocket expenditures shall be subject to AITDC's determination of satisfactory performance. The Agency is encouraged to meet or exceed the minority subcontracting goals provided by Florida law, through contracts with qualified minority subcontractors.

4. MEDIA EXPENDITURES

The Agency, upon prior written approval by AITDC, including its Finance and Marketing Committees of a budget and cost estimate, will purchase all necessary media time and space for AITDC's advertising. The County shall not be required to pay the amount by which the aggregate cost of any program or campaign exceeds the approved budget and cost estimate by more than five percent (5%). The Agency shall obtain new written authorization from the AITDC's Marketing Committee and/or its designee for rates in specific publications or broadcasts that exceed previously authorized rates by more than five percent (5%). If the Agency neglects to obtain new written authorization for a rate increase of greater than five percent (5%), the County shall not pay the increased amount. Revised written authorizations indicating new or revised actual costs must be received and approved prior to the buy. AITDC or its designee shall not unreasonably withhold timely approval.

5. AGENCY COMPENSATION

A. For services provided under sections 2.1 and 2.4 and 2.5 of this Agreement, the County shall pay the Agency a fee in the amount of fifteen percent (15%) of AITDC's annual allocated advertising budget that is expended on dedicated and cooperative (co-op) media placement. The annual allocated production fee is not to be considered as part of the media placement budget and thus is not to be compensated by the 15% fee formula. In the event such annual budget is increased or decreased

during any contract year, the total fee but not its 15% fee formula shall be adjusted in proportion to the change in the annual budget.

B. The County will pay for services performed by Agency personnel pursuant to section 2.2 of this Agreement at hourly rates as shown on the Hourly Rate Schedule attached as Appendix A. All services payable under this subparagraph will be estimated and approved in writing in advance.

C. As compensation for cooperative marketing programs administered by the Agency under section 2.3 of this Agreement, the County will pay the Agency a fee equal to fifteen percent (15%) of the cost of the cooperative advertising administered by the Agency from funds received by or on behalf of the County from cooperative advertisers provided, however, that such fees shall be due only to the extent that any such funds received are beyond and in addition to AITDC's allocated advertising budget.

D. Out-of-pocket expenses for copies, scans, long distance telephone, faxes, postage, color separations and legal fees used in the performance of this contract will be paid by County at actual cost.

6. PURCHASES MADE BY AGENCY FOR AITDC

Any purchases of goods or services made by the Agency on behalf of the County shall be billed to the County at net purchase price with specific detail of any Agency fee if prescribed under this contract. Those goods or services for which fees or commissions are not allowed will be billed entirely at net.

Purchase order approval is required for the Executive Director prior to placement of orders over \$5,000.00.

Advertising media and outside service orders are placed by the Agency only in its capacity as the County's agent and not as a principal. It is agreed that the County's name will appear as disclosed principal on all media and outside service orders placed on the County's behalf, and that the financial responsibility rests solely with the County and not with the Agency. As used here, outside service orders cover printing, engraving, typography, photography, etc.

The County authorizes the Agency to act as the County's agent in purchasing from outside sources the materials and services required to produce advertising on the County's behalf. If the County should direct the Agency to cancel or terminate any previously authorized purchase or project, the Agency shall promptly take appropriate action pursuant to the County's instructions, provided that the County will hold the Agency harmless with respect to any costs incurred by the Agency as a result thereof.

7. **BILLING AND PAYMENT**

A. **Form.** For services rendered by the Agency pursuant to paragraphs 2.2 and 2.4, and for subcontractors and other reimbursable costs incurred by the Agency, the Agency shall bill the County through the AITDC monthly in such form, and furnish supporting documentation in such detail, as the County may reasonably direct, in order to enable the County or its designee to meet its legal obligation to maintain records subject to audit. A detailed summary of expenses, proof of performance and copies of original invoices will be one such requirement.

B. **Payment.** All monthly statements rendered by the Agency shall be payable within 45 days of receipt by the County, pursuant to the Florida Prompt Payment Act. Payment may be made by U.S. mail to the address for the Agency indicated herein. Payments not made within 45 days from rendition of a statement shall bear interest at the legal rate, provided that no interest shall accrue on any portion of a statement that is questioned in good faith by the County or its designee.

C. **Media.** Except for advertising billed in advance as set forth in Paragraph 7D below, bills for media shall be due and payable to the Agency upon the Agency's furnishing such bills to County along with proof that advertising represented by such bills has run. As to media billed in advance pursuant to Paragraph 7D below, promptly upon receipt of the final bill, the Agency shall provide a copy of the final bill, proof that the advertising represented by such final bills has run and a reconciliation of the advance bill and the final bill. In the event of an overpayment by the County, the Agency shall refund the amount of the overpayment along with the bills and proof that the advertising has run. In the event of an underpayment by the County, the County shall pay any underpayment upon presentation based upon the Florida Prompt Payment Act. Notwithstanding any provision of this Agreement to the contrary (e.g., Paragraph B above, which otherwise provides for payment within 45 days), the County shall pay all such media bills immediately upon presentation, so as to enable the Agency in turn to pay media providers promptly in accordance with the terms of such media bills. The Agency shall use its best efforts to present such bills to the County in time to enable the Agency to qualify for prompt-payment discounts, if any. In cases where the County has paid for cooperative advertising media, funds received by the Agency from cooperative advertising partners representing media reimbursement from such partners will be forwarded by the Agency to the County when received by the Agency. Except and provided the Agency has timely billed the County, the Agency shall not be liable for the failure to obtain prompt payment discounts if the County fails to deliver its payment to the Agency less than five (5) business days before the payment is due in order to obtain such discounts.

D. The following rules shall apply to advertising and large outside purchases:

The Agency will advance bill the County for all outside advertising purchases before publication, insertion, or delivery date, in order to have funds available for prompt payment upon presentation of invoices from media and suppliers.

The agency will bill for media space on the 15th and/or 30th day of the month preceding the month in which the closing date occurs. Agency must receive payment for media space reserved prior to the closing date. If payment is not received by the last day of the month preceding the month in which the closing date occurs, the Agency reserves the right to cancel the media space contracted for the County. The exact amount of cash discount, which may be allowed to the Agency by the media for prompt payment, will be passed on to the County, provided that the County makes payment within the time frame provided above, and there is no overdue indebtedness at the time of payment.

On certain outside service orders, such as printing jobs, television production projects, etc., the Agency will advance bill the County for out-of-pocket costs associated with such order so as to have funds available for prompt payment upon presentation of invoices for such suppliers. In these cases, the Agency reserves the right to refuse to place the order until the funds are received, or, if an order has already been placed and funds have not been received by the Agency by the due date appearing on the Agency's advance invoice to the County, to cancel any order.

8. PROPERTY RIGHTS

A. All concepts, slogans, or plans submitted or developed by the Agency for AITDC during the term hereof, whether or not used, and any and all layouts, copy, artwork, films, digital images, web designs and functionality as well as other tangible material which the Agency prepares for AITDC or purchases for its account pursuant to an advertising campaign for AITDC, are the County's property exclusively, provided that the County has paid the invoices rendered thereof, if any, except copyright material and talent purchased for the County shall be subject to the property rights of the third party owners, and the County shall only obtain the use of such material for the time periods for which it has been purchased (e.g., the use of art, photographs, and talent may require an annual payment for continued use). There shall be no additional compensation for the rights and property granted under this subparagraph.

B. All contracts for the acquisition or use of materials and properties, and for the employment of talent, shall be entered into and signed by the Agency as agent for the County to the end that all materials, properties and rights obtained by virtue of such contracts shall become the property of the County. The County understands and acknowledges that the rights to use copyrighted material and talent are for specific periods of time, and that renewal or extension payments are required

to use the material and talent for longer periods. The Agency may only deliver such materials and talent for the period of time for which the use has been purchased.

C. All tangible and intangible property acquired in conjunction with the purchase of advertising for AITDC shall be the property of the County and shall be used exclusively by the Agency for promotion of Amelia Island tourism on behalf of AITDC. The County reserves the right of final approval of the disposition of said property.

9. **INSURANCE AND INDEMNIFICATION**

A. The Agency shall at its own cost during the entire term of this Agreement maintain continuously in force an advertiser's liability policy for the benefit of the County in the minimum amount of one million dollars (\$1,000,000.00). In the event insurance is not available in that amount, the Agency shall not commence performance of this Agreement until at such time that such insurance coverage or a mutually satisfactory alternate arrangement is in full force and effect.

B. The Agency will exercise all reasonable precautions in the examination of all material prepared or used on AITDC's behalf to avoid any claims against either party. To the extent and limits of the general liability policy maintained by the County, the County will indemnify and hold the Agency harmless with respect to claims, demands, or actions arising out of representations or materials furnished by AITDC or its designee to the Agency. To the extent and policy limits of the advertiser's liability policy maintained by the Agency, the Agency will indemnify and hold the County and its designee harmless from and against any and all claims, demands or actions arising from the preparation or presentation of any advertising covered by this Agreement.

C. It is the intent of the parties that the agency be legally considered as an independent contractor, and that the agency and employees shall, under no circumstances, be considered agents of the Nassau County, except in the purchase of advertising, media, etc., as earlier provided, and that the County shall be at no time legally responsible for any negligence on the part of the agency.

D. County shall be responsible for the accuracy, completeness, and propriety of information concerning its and AITDC's organization, products, and services, which the County or AITDC furnishes to the Agency in connection with the performance of this Agreement.

The Agency agrees to indemnify and hold the County harmless from and against all claims, actions, liabilities, and expenses, including reasonable attorneys' fees, reasonably incurred by the County based upon any materials prepared by the Agency for the County that give rise to any claim for libel, slander, defamation, copyright infringement, piracy, plagiarism, unfair competition, and/or invasion of rights of privacy, except where any such claim, action, liability, or expense arises out of material supplied by the County or AITDC to the Agency and incorporated in material prepared by the

Agency. With respect to any claims, actions, liabilities, and/or expenses of the latter kind, the County will indemnify and hold the Agency harmless.

The County agrees to indemnify and hold the Agency harmless from and against all claims, actions, liabilities, and expenses, including reasonable attorneys' fees, reasonably incurred by the Agency as a result of the use by the Agency of material furnished by the County or AITDC or where material created by the Agency is substantially changed by the County or AITDC, and such claims, actions, liabilities, and expenses arise as a result of such change. Information or data obtained by the Agency from the County or AITDC to substantiate claims made in advertising shall be deemed to be "materials furnished by the County".

This section, insofar as it applied to work undertaken while this Agreement is in effect, shall survive the termination of this Agreement.

It is understood that the Agency reserves the right to refuse to undertake any campaign, or prepare or cause publication of any publicity or other material which, in the Agency's judgment, would be misleading, indecent, libelous, unlawful, or otherwise prejudicial to the County, AITDC, or to the Agency.

10. CONFLICT OF INTEREST

The Agency shall not hold or acquire an account that is considered by the AITDC to be a competitive state, county, city or region representing another domestic, international, including Caribbean, or other warm weather tourist destination marketing organization during the term of this Agreement. The County, based upon a recommendation from the AITDC, retains the right to determine whether it considers a destination marketing organization, consortium or other business as competitive for the purpose of this Agreement. The Agency agrees to request such determination, in writing, prior to proceeding with any such new business efforts, and the County and/or its designee, based upon a recommendation from the AITDC, or its designee, agrees to respond, in writing, within seven (7) business days of Agency's request.

11. DURATION AND TERMINATION

A. Term. This Agreement shall commence on October 1, 2004 and shall continue through September 30, 2007. One (1) one-year extension may be granted on this contract to the Agency upon recommendation by the AITDC Marketing Committee and the AITDC's recommendation to the County and the County's subsequent approval. To provide for a smooth continuation of services, the County agrees to make its decision no later than July 31, 2007.

B. Termination. This Agreement may be terminated by either party at any time, upon ninety (90) days written notice to the other party. Any action to terminate this Agreement taken by the County will occur only after a discussion at a joint meeting between the County and the Amelia Island Tourist Development Council. Upon expiration or termination of this Agreement, the Agency shall assign to the County all of its rights in contracts, agreements, arrangements, or other transactions made with third parties for the County's account and shall bill the County for all amounts not previously billed and due the Agency at that time.

Upon termination, all continuing rights and obligations under this Agreement shall cease, with the exception of the following:

a. Any non-cancelable or non-transferable contract made on the County's authorization and still existing at termination, shall be carried to completion by the County, and paid for by the County in accordance with the provisions of this Agreement, unless mutually agreed in writing to the contrary. The Agency shall exercise its commercially reasonable best efforts to have included in all contracts made on the County's authorization provisions whereby such contracts are transferable or may be cancelled on thirty (30) days' prior written notice.

b. Any materials, services, etc., which the Agency has committed to purchase on the County's account pursuant to the County's approval (or any uncompleted work previously approved by the County either specifically or as a part of plan) shall be paid for by the County in accordance with the provisions of this Agreement.

As soon as is practicable after the effective date of termination, the Agency will render to the County an invoice for all amounts then payable by the County hereunder. The County agrees to pay such invoice pursuant to the Florida Prompt Payment Act.

All indemnity and hold harmless provisions of this Agreement shall survive termination.

Upon payment by the County of any amounts due pursuant to this Section, and upon performance by the County of any other obligations hereunder existing at the effective date of termination, the Agency will:

a. Transfer, assign, and make available to the County, or the County's designated representative, all property, data, and materials in the Agency's possession or control belonging to the County, except to the extent that it may be otherwise agreed upon between the Agency and the County.

b. Give all reasonable cooperation toward transferring with approval of third parties in interest all reservations, contracts, and arrangements with vendors materials yet to be used, and all rights and claims thereto and therein, upon being duly released from the obligations thereof.

12. DISPOSITION OF PROPERTY AND MATERIALS

When the Agency shall determine that artwork, engravings, photographs, manuscripts, and any other items, physical or electronic, are of no further use in carrying out this Agreement, the Agency shall return such items to the County or its designee at the Agency's expense.

13. NONDISCRIMINATION

The Agency agrees to carry out its responsibilities in performance of this Agreement without unlawful discrimination based on race, creed, color, handicap, national origin, marital status, or sex. The Agency also agrees to provide a harassment-free workplace and to treat any allegation of harassment as a priority for management to investigate and act on. The Agency shall insert a similar provision in all subcontracts for services under this Agreement. Employment of illegal aliens is not allowed.

14. RECORDS MAINTENANCE

The Agency agrees to maintain journals, ledgers, books, and other records in good order and in sufficient detail to allow audit and post-audit activities required by law with respect to the County activities, and to maintain them for five years after expiration of this Agreement.

15. CERTIFICATION OF ELIGIBILITY

The Agency certifies that it is not on the State of Florida's convicted vendor list.

16. AVAILABILITY OF FUNDS

The County's performance and obligation to pay under this Agreement is contingent upon collection of bed taxes. In the event the collection and allocation of bed taxes upon which this Agreement is dependent are withdrawn, this Agreement is terminated, and the County has no further liability to the Agency beyond that already incurred by the termination date.

17. DISPUTE

Any dispute arising under this contract, 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 Agency. 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. The Agency shall not stop work during the pendency of mediation, and the County shall not terminate the Agreement during the pendency of mediation.

18. COVENANT TO BUDGET

The County hereby covenants to budget and appropriate from legally available funds. The parties hereby understand and agree that no ad valorem taxes are pledged to secure this Agreement.

19. ASSIGNMENT AND DELEGATION

Neither party may assign any rights or delegate any duties under this Agreement without the express prior written consent of the other party.

20. MODIFICATION

This writing contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. No agent, employee, or other representative of either party is empowered to alter the terms of this Agreement, unless done in writing and signed by authorized officers of the Agency and the County.

21. GIFT CLAUSE PER NASSAU COUNTY

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, official, elected or appointed.

22. CONTROLLING LAW

This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts or laws provisions.

23. NO CONTINUING WAIVER

No failure by a party to this Agreement to object to or to take affirmative action with respect to any conduct of the other party which is in violation of the terms of this Agreement shall be construed as a waiver of any future violation, breach or wrongful conduct.

24. NOTICES

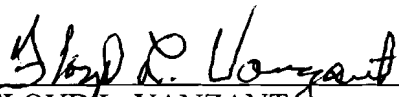
All notices pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand delivery or through the U.S. Postal Service by certified mail, return receipt requested. The addresses set forth above for the respective parties shall be the places where notices shall be sent, Unless written notice of a change of address is given.

25. **FORCE MAJEURE**

If either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of (or if failure to perform is caused by) acts of God, natural disaster, actions or decrees of governmental bodies or communication line failure not the fault of the affected party or terrorism (each a "Force Majeure Event"), the affected party shall notify the other party and exercise commercially reasonable efforts to resume performance. Upon receipt of such notice, this Agreement shall be immediately suspended. If the period of non-performance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been affected may, by giving written notice, immediately terminate this Agreement, subject to the obligations of payment, indemnification, and delivery of materials, all of which shall survive termination.

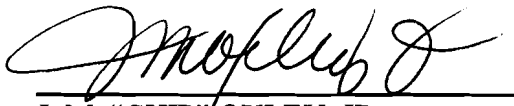
TIME IS OF THE ESSENCE.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



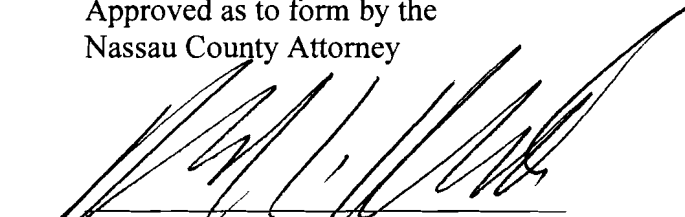
FLOYD L. VANZANT
Its: Chairman

ATTEST:




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

Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN

AGENCY: BCF



BY: Arthur Watts
Its: President