## AGREEMENT

THIS AGREEMENT made and entered into this 1st-4-3 day of Octobe Decer-ber, 2005, by and between the County of Nassau, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, and the Amelia Community Theatre, hereinafter referred to as THEATRE. Post Office Box 662 Fernandina Beach, FL 32035

## WITNESSETH

WHEREAS, it is in the best interest of the citizens of Nassau County that there be an Amelia Community Theatre; and

WHEREAS, the THEATRE is a vital educational and cultural asset to the citizens of Nassau County.

NOW, THEREFORE, the parties hereto agree as follows:

- For and in consideration of the sum of \$1,500.00, which 1. shall be paid in quarterly installments, during the months of November, February, May and August of the fiscal year, the THEATRE does hereby agree to perform benefit that youngsters. services will the Appropriations necessary for the funding of this Agreement beyond 2006 shall be subject to the budget and appropriation by the Board of County Commissioners during the regular budget process. Said services to include but not be limited to the following:
- a. Expand and extend the present level of programs and services for Theatre Camp provided for the children by the THEATRE within Nassau County.
  - 2. The THEATRE shall make their financial records available to the Clerk of the Courts on behalf of the COUNTY for purposes of an audit, if requested by the COUNTY or the Clerk. The THEATRE shall provide the COUNTY with a copy of their most recent financial statements (audited if available).
  - 3. All facilities, programs and services shall be compliant with the Florida Accessibility Code and the federal Americans with Disabilities Act (ADA). Failure to provide facilities, programs, and services that are compliant with both the Florida Accessibility Code and the federal Americans with Disabilities Act (ADA) shall be considered a breach of the contract.

4. Failure to provide the programs and services for the children of Nassau County shall be considered a breach of the contract and any and all funds provided to the THEATRE shall be repaid within sixty (60) days of the occurrence of a breach of the contract.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement this <u>9th</u> 43- day of 2005.

SIGNED, SEALED & DELIVERED IN THE PRESENCE OF:

ende KArville



BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA

BY: ANSLEY N. ACREE ITS: CHAIRMAN

ITS: CHAIRMAN

ATTEST: JOHN A. CRAWFORD IPS: EX-OFFICIO ČLERK

AMELIA COMMUNITY THEATRE

witness

Op BY: C MANAging Director ITS: DIRECTOR Linda McClane

Contract approved as to MICHAEL S. MULLAR County Attorney

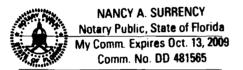
## AFFIDAVIT

I, Linda McClane, certify that our programs and facilities are in compliance with the Federal Americans with Disabilities Act and the Florida Accessibility Code.

SIGNATURE TITLE: MANASing Director

State of Florida County of <u>Accord</u>

The foregoing instrument was acknowledged before me this <u>1345</u> day of <u>December</u>, 2005, by <u>Ander McCecne</u>, as <u>Managen</u>, <u>derection</u>, of the <u>Comment</u> <u>Ander</u> who is personally known to me or who has produced <u>Anoun</u> <u>fusconder</u> as identification and who did take an oath.



Notary Public State of Florida at Large My Commission expires:

Nancy G. Surrency