

AGREEMENT

THIS AGREEMENT made and entered into this 1st-~~7~~-3 day of October ~~October~~ December, 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:

1. For and in consideration of the sum of \$1,500.00, which 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 services that will benefit the youngsters. 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 9th 13- day of December- November 2005.

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

Brenda K. Deville

BY:

Ansley N. Acree
ANSLEY N. ACREE
ITS: CHAIRMAN

[Signature]

ATTEST:

John A. Crawford
JOHN A. CRAWFORD
ITS: EX-OFFICIO CLERK

AMELIA COMMUNITY THEATRE

[Signature]
Witness

BY:

Linda McClane
MANAGING Director
ITS: DIRECTOR

Linda McClane

Contract approved as to form:

[Signature]
MICHAEL S. MULLEN
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.

Linda McClane

SIGNATURE

TITLE: MANAGING DIRECTOR

State of Florida
County of Nassau

The foregoing instrument was acknowledged before me this 13th day of December, 2005, by Linda McClane, as MANAGING DIRECTOR, of the Amelia Community Theater who is personally known to me or who has produced known personally as identification and who did take an oath.



NANCY A. SURRENCY
Notary Public, State of Florida
My Comm. Expires Oct. 13, 2009
Comm. No. DD 481565

Notary Public
State of Florida at Large
My Commission expires:

Nancy A. Surrency
Nancy A. Surrency