

## AGREEMENT

THIS AGREEMENT made and entered into this 14 day of December, 2006, 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, Post Office Box 662, Fernandina Beach, FL 32035, hereinafter referred to as THEATRE.

## 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 2007 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 COUNTY shall require an audit of previous fiscal year's financial records performed by an independent accounting firm. The audit report must be presented to the COUNTY and accepted by the Clerk of Courts before the May distribution will be made.
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 -14 10th day of December January, ~~2006~~.  
2007

SIGNED, SEALED & DELIVERED  
IN THE PRESENCE OF:

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

Comme Arthur

Jim B. Higginbotham  
THOMAS D. BRANAN, JR. JIM B. HIGGINBOTHAM  
ITS: CHAIRMAN

ATTEST as to Chairman's  
Signature

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

AMELIA COMMUNITY THEATRE

Donna B. Jones  
DONNA B. JONES  
Notary Public, State of Florida  
My Comm. Expires Aug. 21, 2010  
Comm. No. DD 587197



BY: Linda McClane  
Linda McClane  
ITS: DIRECTOR

Contract approved as to form:

Michael S. Mullin  
MICHAEL S. MULLIN  
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 15<sup>th</sup> day of December, 2006, by Linda McClane, as MANAGING DIRECTOR, of the Arnelia Community Theatre, who is personally known to me or who has produced known personally as identification and who did take an oath.

Donna B. Jones

Donna B. Jones

Notary Public

State of Florida at Large

My Commission expires:



**DONNA B. JONES**  
Notary Public, State of Florida  
My Comm. Expires Aug. 21, 2010  
Comm. No. DD 587197