

**AMENDED  
AGREEMENT**

**THIS AMENDED AGREEMENT** entered into this 10th day of July, 2006, 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 "Board", and the Nassau County Economic Development Board, Inc.

**WHEREAS**, the Nassau County Economic Development Board, Inc., has been formed to further economic development in Nassau County; and

**WHEREAS**, the Board of County Commissioners is desirous of successful economic development within Nassau County that will provide new jobs and broaden the tax base; and

**WHEREAS**, the Board and the Nassau County Economic Development Board, Inc., entered into an Agreement on May 11, 1998 for provide for funding to the Nassau County Economic Development Board, Inc. in order to further economic efforts; and

**WHEREAS**, it has been determined to be in the best interest of Nassau County to amend the Agreement entered into on May 11, 1998.

**NOW, THEREFORE FOR AND IN CONSIDERATION** of the premises and mutual covenants herein, and for Ten Dollars (\$10.00) and other mutually agreed consideration, the parties agree as follows:

- ~~1. The Nassau County Economic Development Board, Inc., shall forge a public/private partnership between the County~~

~~Political Subdivision(s) and the local business community.~~

2-1. The Nassau County Economic Development Board, Inc., shall be responsible for economic development in the county.

3-2. The Nassau County Economic Development Board, Inc., shall actively seek to generate new industry and jobs.

4-3. The Nassau County Economic Development Board, Inc., shall assist new business relocation to the county.

5-4. The Nassau County Economic Development Board, Inc., shall develop a multi-faceted funding program for the Nassau County Economic Development Board and its economic development activity.

~~6. The Nassau County Economic Development Board, Inc., shall communicate/explain to the community at large the concept of planned economic development as a necessity to the maintenance of the present quality of life for the residents of Nassau County. This must include every constituency in the county. There must be an understanding of what constitutes economic development, its many benefits and what the future holds without it.~~

7-5. The Nassau County Economic Development Board, Inc., shall develop a comprehensive program to assist, encourage and facilitate existing businesses to continue to operate or to expand their operations, thus leading to enhanced employment opportunities.

~~8-6.~~ The Nassau County Economic Development Board, Inc., shall develop a marketing outreach plan that will identify, attract, and recruit new businesses and industries to Nassau County.

~~9-7.~~ Nassau County ~~shall provide~~ agrees to covenant to budget and appropriate a grant totaling the sum of \$75,000.00 per year for three (3) years for the Economic Development Board, Inc. Said amount to be established by the Board of County Commissioners during the budget process and with the full understanding that the Board may, for whatever reason, not appropriate said funding. The Board further agrees to establish this amount in each annual budget for three (3) years commencing in the Fiscal Year 2006-2007 budget.

8. The obligations of the County under this Agreement are subject to the availability of funds appropriated for its purpose by the Board of County Commissioners. The appropriations necessary for the funding of this Agreement shall not be pledged from ad valorem funding sources of the Board of County Commissioners of Nassau County, Florida.

~~10-9.~~ The ~~funding grant~~ provided by Nassau County shall be ~~utilized for the funding for the salaries for the Executive Director and staff of~~ provided directly to the Economic Development Board and for no other purpose than the salaries utilized for economic development purposes.

~~11-10.~~ The Nassau County Board of County Commissioners will cooperate with the Nassau County Economic Development Board, Inc., in all areas of economic development in Nassau County.

~~12-11.~~ The Nassau County Economic Development Board, Inc., shall obtain an audit for all funds paid by the Nassau County Board of County Commissioners and the Nassau County Economic Board, Inc., shall keep proper accounting records to be approved by the Clerk. Said records shall be available upon reasonable request by the Clerk. An annual audit of accounting records shall be performed by a certified public accountant and provided to the Clerk at a time specified by the Clerk. Said audit shall be reviewed by the Board of County Commissioners and the Clerk.

~~13-12.~~ The Nassau County Economic Development Board, Inc., shall make appearances before the Board of County Commissioners at the Board's request and make any reports deemed necessary by both boards.

~~14-13.~~ The Board of County Commissioners shall have the right to appoint one member to serve on the Nassau County Economic Development Board, Inc., who will serve in an ex-officio capacity.

~~15. The Nassau County Economic Development Board, Inc., will not perform any of the services set forth herein for any other association, governmental body or entity.~~

~~16. The Executive Director of the Nassau County Economic Development Board shall not perform any services for any other~~

~~association, governmental body or entity, unless that association, governmental body, or entity is charged for his or her services and further that the Executive Director shall not perform any other services if the performance of those services in any way causes him or her not to devote the majority of time to economic development in Nassau County.~~

~~17.14. A breach of any of the provisions of this Agreement may cause the Board of County Commissioners to terminate this Agreement. Further, the Board of County Commissioners may terminate this Agreement, for other than a breach, by providing thirty (30) days written notice to the Nassau County Economic Development Board, Inc.~~

15. The term of this Agreement shall be three (3) years from the joint execution of this Agreement. At the end of each three-year term, the contract shall contain an option for renewal for an additional three years, subject to budget appropriation by the County. This Agreement may be canceled by either party with or without cause upon sixty (60) days written notice. Upon termination, all obligations set forth herein shall cease.

16. This Agreement shall supersede the terms and conditions previously set forth and agreed upon by the Board of County Commissioners of the Nassau County and the Nassau County Economic Development Board.

17. Notices: All notices required to be given or authorized to be given by any party pursuant to this Agreement

shall be in writing and shall be deemed delivered when served personally, when deposited with the United States Postal Service for delivery by certified mail, or when deposited with nationally recognized overnight delivery service for delivery, as follows:

To Nassau County:            Mike Mahaney  
   County Administrator  
   Nassau County  
   Post Office Box 1010  
   Fernandina Beach, FL 32035

To Nassau County Economic Development Board, Inc.:

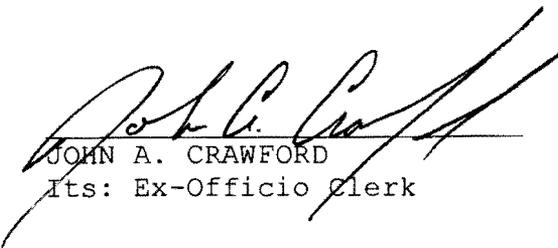
Melanie Ferreira  
Executive Director  
76346 Williams Burgess Boulevard  
Yulee, Florida 32097

IN WITNESS WHEREOF, the parties hereto have caused the foregoing Agreement to be executed the day and year first above written.

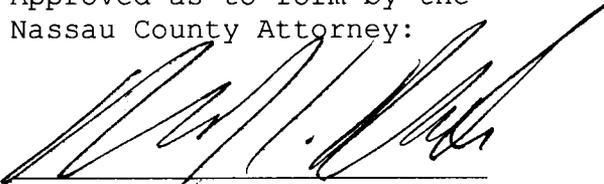
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
\_\_\_\_\_  
THOMAS D. BRANAN, JR.  
Its: Chairman

ATTEST:

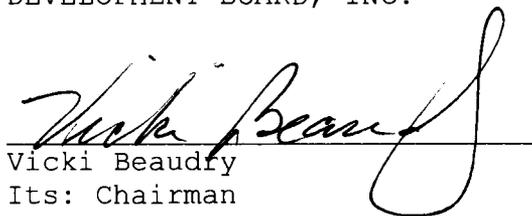
  
\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney:



MICHAEL S. MULLIN

NASSAU COUNTY ECONOMIC  
DEVELOPMENT BOARD, INC.



Vicki Beaudry  
Its: Chairman