

MEMORANDUM OF UNDERSTANDING
FOR FUNDING TO REHABILITATE THE AMERICAN BEACH RENDEZVOUS

THIS MEMORANDUM OF UNDERSTANDING being entered into this the 14th day of December 2009, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY**, a political subdivision of the State of Florida (the "County") and the **AMERICAN BEACH PROPERTY OWNERS ASSOCIATION** (the "ABPOA") for the purposes of establishing an agreement for the use of grant funds to make repairs to the Evans' Rendezvous.

WHEREAS, the County owns two parcels of beachfront land off Gregg Street in the American Beach Historic District, which parcels were acquired through a Florida Communities Trusts Grant for the purpose of establishing the American Beach Historic Park (the "Park"); and

WHEREAS, the primary existing structure in the Park is the Evans' Rendezvous beach club, which is in a critical state of disrepair, including a damaged roof, windows and doors; and

WHEREAS, the ABPOA has secured a grant in the amount of Two Hundred Forty Seven Thousand Five Hundred Dollars (\$247,500) for the purpose of making repairs to the Evans' Rendezvous; and

WHEREAS, the Parties desire to use a portion of the grant funds to replace the roof and supporting porch and, to the extent said funds are available, to replace the windows and doors of the Evans' Rendezvous, and remaining grant funds will be used for project oversight and grant writing for additional funds for the Park and/or ABPOA projects.

NOW THEREFORE, for in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby contract and agree as follows:

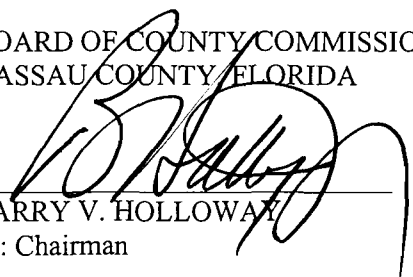
1. ABPOA shall hold the available funds in the amount of Two Hundred Fifteen Thousand Five Hundred Dollars (\$215,500) in trust for the sole purpose of fulfilling the financial obligations set forth herein.
2. The County shall select a contractor to perform a scope of work, including but not limited to replacing the roof and supporting porch of the Evans' Rendezvous and, to the extent adequate funding exists, replacing windows and doors in a manner to adequately protect the structure from the elements and further the complete restoration of the building. The County shall select the contractor to perform this work in accordance with the County's purchasing policy.
3. ABPOA shall pay the contractor directly for the work described above, which amount shall not exceed Two Hundred Fifteen Thousand Five Hundred Dollars (\$215,500), unless otherwise agreed to by the Parties in a written amendment to this contract. The County shall not be responsible for this amount; however prior to disbursing any payment to the contractor ABPOA shall insure the goods and services billed in a particular invoice have been received and accepted by the County. The Parties agree to enter jointly into an agreement with the selected contractor for the work described herein and acknowledge that the joint agreement shall contain a term that

prohibits the contractor's ability to recover the amount ABPOA hereby agrees to pay from the County or make any claim to the County for said amount.

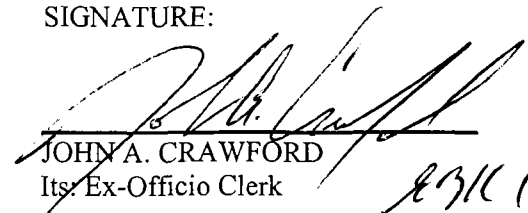
4. ABPOA agrees to pay the County for out-of-pocket costs associated with procuring a contractor to perform the work. The County will not seek to recover costs of staff time, but only incidental costs such as costs for copies and mailing.

IN WITNESS WHEREOF, the parties have duly executed this Agreement this the 14th day of December, 2009.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

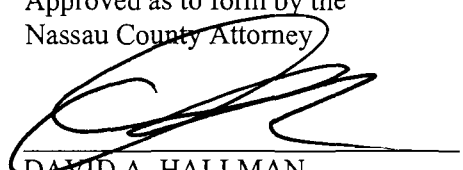

BARRY V. HOLLOWAY
Its: Chairman

ATTEST AS TO CHAIRMAN'S
SIGNATURE:

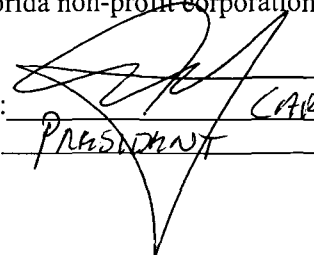

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

8316 12/14/09

Approved as to form by the
Nassau County Attorney


DAVID A. HALLMAN

AMERICAN BEACH
PROPERTY OWNER'S ASSOCIATION, a
Florida non-profit corporation.

By: 
Its: PRESIDENT CARLTON D. JONES

Attest:


Print Name: Bryan Jackson