

**INTERLOCAL AGREEMENT BETWEEN
NASSAU COUNTY, FLORIDA, AND THE CITY OF
FERNANDINA BEACH, FLORIDA**

THIS INTERLOCAL AGREEMENT is made and entered into this 29th day of November, 1999, by and between the CITY OF FERNANDINA BEACH, FLORIDA, a municipal corporation (herein called "CITY"), and the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, (herein called "COUNTY").

WITNESSETH:

WHEREAS, City and County have been engaged in certain litigation concerning the Nassau County Courthouse; and

WHEREAS, County is further planning to construct a new jail facility and judicial facility and County administration building in the unincorporated area near Yulee, Florida; and

WHEREAS, City has expressed concerns over and objections to the relocation of the County Courthouse and Constitutional Officers from the City, and the expansion of the county seat; and

WHEREAS, the County has indicated that it intends to renovate, restore and retain the Nassau County Courthouse located in Fernandina Beach, Florida; and

WHEREAS, the City and County wish to resolve any differences between them concerning the County Courthouse and Administration Building, without unnecessary litigation concerning the same; and

WHEREAS, City and County wish to memorialize their agreement

settling their differences, and to that end have agreed to enter into this Interlocal Agreement.

NOW, THEREFORE, in consideration of the foregoing premises which shall be deemed an integral part of this Agreement and of the mutual covenants and conditions hereinafter set forth, the City and the County, intending to be legally bound hereby, agree as follows:

1. **RENOVATION, RESTORATION, AND RETENTION OF COURTHOUSE.** The parties agree that COUNTY has commenced with and shall proceed with and pursue with due diligence, the interior demolition and full and complete renovation and restoration of the Nassau County Courthouse located in Fernandina Beach as shown on those certain plans and drawings prepared by PQH Architects, dated May 17, 1999, and previously presented to and approved by the Board of County Commissioners, except that said plans shall be modified to also include space for a second full size judge's chambers, both chambers to be of a size equal or greater than that of the former County Judge's chambers and the one chambers already indicated on and shown in said plans, and two judges' offices and judicial assistants' offices or space. COUNTY further agrees to return to the historic Courthouse, upon completion of the renovation and restoration, all historic furniture and furnishings that were removed from the courtroom, offices, hallways and chambers. The parties further agree that they shall jointly pursue the donation or purchase of the adjacent former "drive-through" bank property

and to each appoint a designee to negotiate said donation or purchase. Said designees shall, if successful, return to both parties with their joint recommendation for purchase, subject to final approval of both commissions. If the purchase is necessary and approved, the purchase monies shall be contributed by the City and deducted from the \$1,000,000 to be paid by the City pursuant to Paragraph 3, below.

2. The Board of County Commissioners of COUNTY will forthwith rescind its Resolution Number 96-59, extending the boundaries of the County Seat, it being the intent of the parties herein that the principal Courthouse and principal offices of the Constitutional Officers shall remain in the corporate limits of the City of Fernandina Beach. The parties further stipulate and agree that for the purposes of this Agreement only, the renovations to the historic Courthouse in Fernandina Beach as contemplated herein shall constitute a "new courthouse" as defined in Florida Statutes, §138.10, but will not preclude the construction of a judicial annex as provided in paragraph 4. This paragraph 2 shall not be construed to preclude any action to change the County seat pursuant to Florida Statutes, §§138.01 through 138.11.

3. **CONSTITUTIONAL OFFICERS.** COUNTY agrees to encourage the Constitutional Officers to maintain and continue the same level of services that were previously provided within the corporate limits of Fernandina Beach immediately prior to March, 1998. COUNTY agrees to demolish the existing annex on No. 14th Street and provide

a new facility containing at a minimum the same space presently utilized by the Property Appraiser, Tax Collector and Supervisor of Elections within the corporate limits of Fernandina Beach; (said space presently utilized is approximately 10,000 square feet), it being the intent of the parties that such facility will be a full service facility and will house the principal offices of said Officers, such that the residents of the City of Fernandina Beach will continue to have access to and receive the same levels of service in said facility from such Officers as are currently provided. Construction of said facility shall commence immediately upon completion of the renovations to the historic Courthouse and construction of the judicial annex, and shall proceed with due diligence until completion, barring any judicial or administrative proceedings interfering with same. CITY agrees to provide up to \$1,000,000, from the City's share of the one-cent Nassau County Small County Sales Surtax, for reimbursement to COUNTY for the construction of the new facility on North 14th Street to house the Constitutional Offices of the Constitutional Officers, and said amount shall be paid over two (2) fiscal years, as follows: (1) one-half shall be paid in fiscal year 2000-2001; and (2) the remaining one-half shall be paid upon completion and occupancy of the new facility.

4. **COVENANT NOT TO SUE.** In consideration of the County's promises and covenants to preserve the location of the County Courthouse and County Seat as hereinabove stated, the parties agree

to settle their claims as set forth in Case No. 98-139-CA and Case No. 99-751-CA, currently pending in Nassau County, Florida, by the entry of a Consent Final Judgment incorporating the terms of this Interlocal Agreement, and City will not judicially or otherwise, contest or oppose or in any way interfere with the County's present efforts to build a new jail near Yulee, Florida, to convert the temporary Courthouse ("ABA Building") located at 191 Nassau Place, Yulee, FL, to the County's Administration Building, or to construct a new judicial Annex with no more than two (2) courtrooms and associated offices off Amelia Island, unless or until required by the judiciary. Nor will the City oppose any other nonjudicial offices at that location or any other location; **provided, however,** that the permanent conversion of the ABA building shall not occur unless or until the County has completed the renovations to the historic Courthouse and offices of the Constitutional Officers in the City of Fernandina Beach, as provided in paragraphs 1 and 3, above.

5. **ENFORCEMENT.** This Agreement may be enforced by either of the City or the County, by an action in the Circuit Court in and for Nassau County, Florida for mandamus, injunction or otherwise, IT BEING EXPRESSLY STIPULATED AND AGREED BETWEEN THE PARTIES that a violation of this Agreement by either of the parties would result in irreparable harm to the other, and that the non-breaching party would have no adequate remedy at law.

6. **PERFORMANCE.** The CITY and the COUNTY each specifically agree that neither will do anything to hinder or obstruct its or the other's performance of this Agreement. The performance of each party's promises and obligations hereunder may be excused only where rendered impossible of performance by (a) act of God, (b) the law, or (c) another party; provided, however, that impossibility of performance shall not be grounds for non-performance by either party where the non-performing party has control over a material number of the incidents which contribute to its non-performance, or the claimed impossibility of performance.

7. **FAILURE OF CONSIDERATION.** The parties further agree that each and every portion of this InterLocal Agreement is an integral part of the overall Agreement, that the consideration for the same is the mutual promises and covenants herein made, and that should any portion hereof be rendered unenforceable or impossible to perform for any reason, then the entire Agreement shall fail, and either party adversely affected by such failure of consideration may rescind this Agreement, by written notice to the other, whereupon this entire agreement shall be rendered null and void, and the parties shall be restored to their respective positions as they existed as of the date of execution of this Agreement, including, but not limited to, the preservation and reinstatement of the claims made in Cases No. 98-139-CA and 99-751-CA, and of County's Resolution 96-59, referenced above.

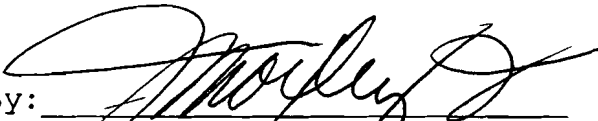
8. **AUTHORITY.** Each of the parties represents to the other that the execution of this Agreement has been duly and properly authorized by the governing bodies of each of the parties, and each has full authority to execute the same through its representatives whose signatures appear below.


9. **TERM.** This Agreement shall have a minimum term of twenty (20) years, and shall automatically continue thereafter unless or until terminated by either party upon 90 days written notice to the other.

IN WITNESS WHEREOF, the parties have executed the foregoing Agreement the day and year indicated below.

BOARD OF COUNTY COMMISSIONERS
OF NASSAU COUNTY, FLORIDA

ATTEST:

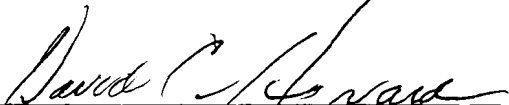
By: 
J. M. "Chip" Oxley, Jr.
Its: Ex-Officio Clerk

By: 
Pete Cooper, Chairman

Date: November 29, 1999

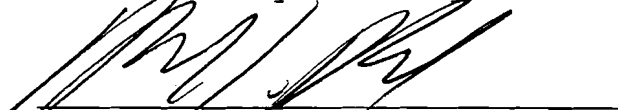

Marianne Marshall, Commissioner


Nick Deonas, Commissioner


David Howard, Commissioner


Floyd Vanzant, Commissioner

Approved as to Form by the
Nassau County Attorney:


Michael S. Mullin

CITY OF FERNANDINA BEACH

By: Ron Sapp
Ron Sapp
Mayor-Commissioner

ATTEST:

By: Vicki P. Cannon
Vicki P. Cannon
City Clerk

Approved as to Form by the
City Attorney:

Wesley R. Poole
Wesley R. Poole