

**INTERLOCAL AGREEMENT BETWEEN
NASSAU COUNTY, FLORIDA, AND THE
TOWN OF HILLIARD**

THIS INTERLOCAL AGREEMENT is made and entered into this 10th day of January 2001, by and between the **TOWN OF HILLIARD**, a municipal corporation (hereinafter referred to as TOWN), and the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, (hereinafter called "COUNTY").

WITNESSETH:

WHEREAS, the Town of Hilliard is proposing the construction of a new library within the Town of Hilliard; and

WHEREAS, the Board of County Commissioners feels it is in the best interest of the citizens of Nassau County that a new library facility be constructed; and

WHEREAS, the Town of Hilliard desires assistance from the Board of County Commissioners of Nassau County, Florida, for the construction of the new library facility.

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

1. The Town of Hilliard shall apply for a Public Library Construction Grant through the Florida Department of State, Division of Library and Information Services; and
2. The Town of Hilliard shall pay the cost associated with making application to the State and utilize the cost associated with doing so as part of the Town's match towards 25 percent of the total cost associated with the new library; and
3. The Town of Hilliard shall construct the new library on land owned by the Town of Hilliard, known as Block 164, Lots 6 through 19, Parcel No. 08-3N-24-2380-0164-0060 and Parcel No. 08-3N-24-2380-0164-0140; and
4. The Town of Hilliard shall utilize the appraised value of the land that the new library shall be constructed upon as part of the Town's match towards 25 percent of the total cost associated with the new library;
5. The Town of Hilliard shall budget in the 2002/2003 fiscal year under capital expenses the remaining funds needed to match 25 percent of the total cost associated with the new library; and

6. The Town of Hilliard shall before proceeding with said grant obtain approval from Nassau County for the following: State appropriation of funding award, final design of the project, bid award, approval of any project change orders or any other item which may cause significant change with the scope of work or cost associated with the new library; and
7. The Town of Hilliard shall upon completion of the new library execute a Deed of Conveyance to Nassau County provided that the title to the above described property shall be utilized as a library for no less than twenty (20) years from the date hereof, and provided always that said title shall revert to the Town of Hilliard should Nassau County fail or refuse to utilize said facility as a library from the date thereafter, and that if said contingency ever exists, the reverter herein mentioned shall operate immediately and the said title shall be re-vested in the Town of Hilliard to the same extent as if Nassau County had made and executed a Deed of Conveyance to the Town of Hilliard for said described property and all improvements; and

8. The Town of Hilliard shall ensure that the facility shall be constructed in accordance with the Florida Accessibility Code and the Americans With Disabilities Act.
9. Nassau County agrees to participate with the Town of Hilliard by matching 25 percent of the total cost associated with the new library; and
10. Nassau County agrees to covenant to budget and appropriate funds in the amount of \$240,406.25 in the 2002/2003 fiscal year for costs associated with the new library; and
11. Nassau County agrees to participate with the Town of Hilliard with the following items: Final design of the project, bid award, approval of any project change orders or any other item which may cause significant change with the scope of work or cost associated with the new library; and
12. Nassau County agrees to execute a letter of acceptance with the reverter clause as stated in the Deed of Conveyance; and
13. Nassau County shall maintain and operate said facility as a free library as set forth in Florida Statutes, 257.17, for a period of no less than twenty years.

14. TERM: This Agreement shall supercede until the deed is conveyed 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 first above written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

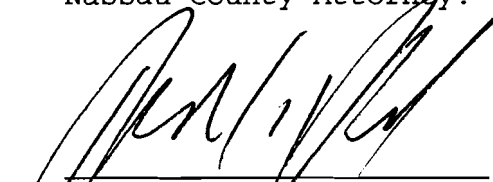


J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk



MARIANNE MARSHALL
Its: Chairman


Approved as to form by the
Nassau County Attorney:




MICHAEL S. MULLIN

ATTEST:

TOWN OF HILLIARD



LISA PURVIS
Its: Town Clerk



DAVID BUCHANAN
Its: Mayor

Approved as to form by
The Town Attorney:



ROBERT PETERS