

RESOLUTION 2013-165

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY FOR THE RENOVATION AND EXPANSION OF THE FERNANDINA BEACH BRANCH OF THE NASSAU COUNTY LIBRARY LOCATED AT 25 NORTH 4TH STREET AND ACCEPTING A COMMITMENT OF \$600,000 FROM NASSAU COUNTY TOWARD THE PROJECT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Nassau County has agreed to contribute a maximum of \$600,000 toward the cost of renovations and expansion of the Fernandina Beach Branch of the Nassau County Library located in the City-owned building at 25 North 4th Street in exchange for a 20-year lease and City acceptance of the \$600,000 County payment as rent for the entire 20-year term of the lease; and

WHEREAS, the City Commission believes it is in the best interests of the City to accept \$600,000 from Nassau County toward the cost of renovations and expansion of the Fernandina Beach Branch of the Nassau County Library in exchange for a 20-year lease of the building to the County.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

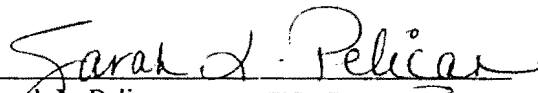
SECTION 1. The City Commission hereby approves the Interlocal Agreement with Nassau County attached hereto as Exhibit "A".

SECTION 2. The Mayor and City Clerk Pro Tem are hereby authorized to execute the Interlocal Agreement upon review and approval of the City Attorney.

SECTION 3. This Resolution shall become effective immediately upon passage.


ADOPTED this 19th day of November, 2013.

CITY OF FERNANDINA BEACH



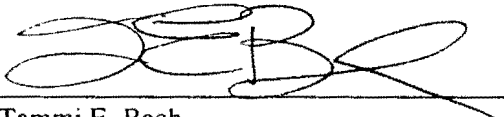
Sarah L. Pelican
Commissioner - Mayor

ATTEST:



Kimberly Elliott Briley
City Clerk Pro Tem

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

Ps. 2013-165
Exhibit "A"**INTERLOCAL AGREEMENT**

THIS AGREEMENT made and entered into this 19th day of November, 2013, by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), and the City of Fernandina Beach, a Florida municipality (hereinafter referred to as "City"). County and City are herein collectively referred to as "the Parties".

RECITALS

WHEREAS, the City desires to renovate the structure which houses the Nassau County Public Library, Fernandina Beach Branch, at 25 North 4th Street, Fernandina Beach, Florida; and

WHEREAS, the County desires a larger space in which to conduct its downtown Fernandina Beach library services; and

WHEREAS, the City has chosen construction contractor, Marand Builders, Inc., as the lowest qualified bidder to renovate the existing building and expand on the current site by building an addition of approximately 5,500 square feet in the north side parking lot with additional space of approximately 1,500 square feet being rendered by closing in the atrium and butterfly garden and reconfiguring the existing structure "the Project". These changes will nearly double the existing space of the facility; and

WHEREAS, the lowest qualified bid from Marand Builders, Inc. including bid alternatives brings the cost of the Project to \$1,460,377.00 dollars; and

WHEREAS, the County provides free library services to the public in the City of

Fernandina Beach ; and

WHEREAS, the County enters into this Agreement with the City of Fernandina Beach pursuant to Section 125.01, F.S.; and

WHEREAS, the Project planned at the Fernandina Beach Branch of the Nassau County Public Library System will be in the best interest of the citizens of the City of Fernandina Beach and Nassau County, Florida; and

WHEREAS, the Board of County Commissioners of Nassau County, Florida, authorizes the commitment of funds in the amount of \$600,000.00 toward the Project; and

WHEREAS, the City of Fernandina Beach, authorizes the commitment of funds in the amount of \$600,000.00, and such other and additional funds required to complete the Project; and

WHEREAS, the Friends of Nassau County Library, Inc., not a party to this Interlocal Agreement, has pledged the amount of \$400,000; and

WHEREAS, the Parties wish to cooperate to complete the Project which includes the expansion and renovation of the Fernandina Beach Branch of the Nassau County Public Library System; and

WHEREAS, it is the purpose of this Agreement to set forth clearly the understanding and agreement of the Parties with respect to the foregoing matters.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants and other good and valuable considerations contained herein to be kept the Parties do hereby agree as follows:

SECTION 1.

RESPONSIBILITIES OF THE PARTIES

- 1.1 **Covenant to Budget.** The County does hereby irrevocably covenant to budget from non-ad valorem funds the amount of \$600,000 toward the Project. The City does hereby irrevocably covenant to budget all such additional funds and monies needed and required to complete the Project.
- 1.2 **Nassau County.** The obligations of Nassau County under this agreement shall be limited to the commitment of funds in the amount of \$600,000.00 in Fiscal Year 2013-2014 and following years, if necessary, but in total not exceeding \$600,000. 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.
- 1.3 **City of Fernandina Beach.** The City of Fernandina Beach commits such funds necessary to complete the Project, including any cost overruns or increases, in Fiscal Year 2013-14, and following years, if necessary. The appropriations necessary for funding of the City's obligations shall not be pledged from ad-valorem sources of the City of Fernandina Beach, Florida. The Parties agree that the City Manager of the City shall supervise construction as Project Manager and shall report to the County at least every other month of progress, particularly

the status of expended funds and the sufficiency of remaining funds to complete the Project.

- 1.4 **The Project.** The Project is a construction project of the City of Fernandina Beach, and is not a joint public works project. The Project is for construction of the building described in Exhibit "A" to this Interlocal Agreement and may not be modified in any material manner without permission of the County. The Project shall include all three additive components bid by the City. The County has relied, as a condition of its financial contribution and other consideration, upon the City's representation that the Project will be constructed in accordance with Exhibit "A".

The City agrees to include in its contract with its architect and its contractor the following language: "Architect / Contractor agrees that it shall look only to the City of Fernandina Beach, Florida for payment, and that it is not a third party beneficiary or in any manner otherwise a beneficiary of the Interlocal Agreement between the City of Fernandina Beach and Nassau County, Florida regarding payment of invoices on this project. Contractor, for good and valuable consideration contained in this agreement does hereby irrevocably waive any right it might claim to seek payment from Nassau County, Florida for work performed on this project."

- 1.5 **Invoicing.** Nassau County shall remit to the City Thirty-Seven and One Half Percent (37.5%) of every invoice, until the County's total contribution equals \$600,000, presented to the City from VRL Architects for design work on the

Project and from Marand Builders, Inc. for the Project, based upon satisfactory documentation of invoiced charges presented by City to County. The County shall make payment to the City in accordance with Chapter 218, Part VII, Florida Statutes (Local Government Prompt Payment Act) upon receipt of satisfactory documentation of invoiced charges.

1.6 The City agrees to lease to Nassau County the building known as the Nassau County Public Library, Fernandina Beach Branch, located at 25 North 4th Street, Fernandina Beach, Florida upon completion of the Project to be used solely as a public library, in consideration of the County's payment of \$600,000 contemplated herein, as rent. As a condition of the County's responsibility to make payment under this Interlocal Agreement, the City shall, at the time of its execution of this Interlocal Agreement approve, execute and sign the lease attached hereto as Exhibit "B".

1.7 The City agrees to continue to assume 100% of ownership and maintenance costs for the building and improvements located at 25 North 4th Street, Fernandina Beach, Florida during construction and upon completion of the Project and for the duration of the lease.

SECTION 2.

MISCELLANEOUS PROVISIONS

2.1 **Incorporation.** The above recitals are true and are incorporated herein by reference. The Exhibits attached hereto are also incorporated herein by reference.

- 2.2 **Term.** This Agreement shall commence on the date first given above. If substantial construction, as determined by the City Manager of the City of Fernandina Beach, has not commenced within two (2) years of the effective date of this Agreement, this Agreement may be terminated by any Party, which termination shall have the effect of terminating the lease as well.
- 2.3 **Entire Agreement; Amendment.** This Agreement embodies the entire agreement between the Parties. There are no promises, terms or conditions, other than those contained herein, that have been agreed to between the Parties. No agent, employee, or other representative of the Parties is empowered to alter the terms of this agreement, unless done in writing and executed by all of the Parties hereto with the same formality as this Agreement. There are no Parties to this Interlocal Agreement other than the City and the County.
- 2.4 **Governing Law/Venue.** This Agreement is made in Nassau County and shall be governed by the laws of the State of Florida. Venue for any action brought in State court shall be in Nassau County, Florida.
- 2.5 **Public Record.** All documents created pursuant to this Agreement are public records and the Parties agree by the Florida law governing public records with regard to this Agreement.
- 2.6 **Assignment.** This Agreement will not be assigned by either Party except with the prior written consent of the other Party.
- 2.7 **Representations and Warranties.** Each Party to this Agreement represents and warrants to the other Party that all appropriate authority exists as to duly

authorize the persons executing this Agreement to so execute the same and fully bind the Party on whose behalf they are executing.

2.8 **Severability.** If one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

2.9 **Sovereign Immunity.** Nothing in this Agreement shall waive or diminish a Party's sovereign immunity as established by the Florida Constitution and State statutes.

2.10 **Notice.** Any notice required to be given or documents required to be delivered by the terms of this Agreement shall be deemed properly given or delivered if hand delivered, or if mailed to the proper Party or Parties by United States Mail, return receipt requested, at the following addresses:

CITY:

City Manager
204 Ash Street
Fernandina Beach, FL 32034

COUNTY:

County Manager
96135 Nassau Place, Suite 1
Yulee, Florida 32097

2.11 **Time is of the Essence.** Time is of the essence in the performance of any of the obligations or covenants as herein contained.

2.12 **Indemnification.** The City and County do not assume any liability for the acts, omissions or negligence of the other Party. Each Party shall indemnify and hold the other harmless from all claims, damages, losses and expenses arising out of or resulting from performance of their respective duties under this Agreement.

Nothing contained herein shall constitute a waiver of immunity or limitation of liability the City or County may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

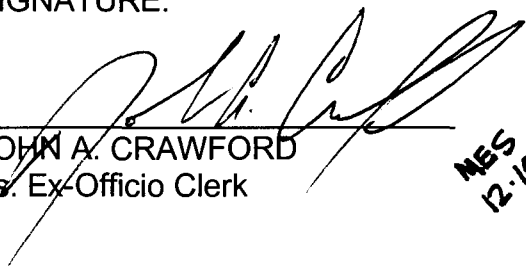
IN WITNESS WHEREOF, the Parties hereto have executed this Interlocal Agreement on the dates set forth in their signature elements and this Agreement shall be dated on the last date that one of the Parties has executed this Agreement.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



DANIEL B. LEEPER
Its: Chairman


ATTEST AS TO CHAIRMAN'S
SIGNATURE:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

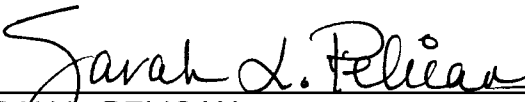
MS
12-10-13

Approved as to form and legality by the
Nassau County Attorney:




DAVID A. HALLMAN

CITY OF FERNANDINA BEACH, FLORIDA




SARAH L. PELICAN
Its: Mayor

ATTEST:



KIMBERLY ELLIOTT BRILEY
Its: City Clerk Pro Tem

Approved as to Form and Legality:



TAMMI E. BACH
Its: City Attorney