INTERLOCAL AGREEMENT BETWEEN THE CITY OF FERNANDINA BEACH AND THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS FOR THE REDEVELOPMENT AND OPERATION OF YBOR ALVAREZ SPORTS COMPLEX

THIS INTERLOCAL AGREEMENT is made 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 "County") and the **CITY OF FERNANDINA BEACH**, a municipal corporation organized under the laws of the State of Florida, located at 204 Ash Street, Fernandina Beach, FL 32034 (hereinafter referred to as "City")(collectively the "Parties").

RECITALS:

WHEREAS, the City currently operates the Ybor Alvarez Sports Complex ("YASC") located at 3243 Bailey Road in the City of Fernandina Beach; and

WHEREAS, the YASC currently provides: Three (3) lighted adult softball fields, with covered dugouts and protective pitching screens on each of these fields; One (1) youth softball/baseball practice field; a restroom building; open green space utilized for soccer activities with two (2) adult-sized areas that are lighted with LED sports lighting; a soccer rebound wall; concessions building with restrooms, and shaded concessions area; and

WHEREAS, the YASC is located on land owned and controlled by the Fernandina Beach Municipal Airport; and

WHEREAS, there is a potential new aviation-based business/user that may occupy the space where the YASC is currently located; and

WHEREAS, the City explored many different solutions to maintain recreation capacity for the greater community and ultimately created a plan to redevelop the softball fields and adjacent

lands to house multiple rectangular multi-purpose fields that could accommodate a number of different sports, events and activities; and

WHEREAS, to ensure the soccer fields will not be displaced in the near future by another aviation user, the City is wishing to purchase a portion of the current YASC; and

WHEREAS, the cost to purchase the land and redevelop the YASC is estimated to be $3.4 Million; and

WHEREAS, the County understands the importance of sustaining park services within Nassau County and is in full support of this joint project for the benefit of all its citizens; and

WHEREAS, the County's focus is to maintain the current capacities of the recreation systems within Nassau County. Although the County cannot provide funds for maintenance of existing facilities, we may provide funding to maintain and increase capacity of the County-wide recreation system which is inclusive of national, state, county, and municipal facilities and programs; and

WHEREAS, the County has agreed to partner with the City and cover half of the costs to redevelop the park, not to exceed $1.7 Million; and

WHEREAS, the County, in their 2023-2024 annual budget, committed $1.7 Million as contribution toward the purchase of land and reconstruction of the YASC; and

WHEREAS, the County and the City both agree that the redeveloped YASC shall not allow for any variance of fees for usage (e.g. "city" resident vs "county" resident) as a result of the County's financial contribution; and

WHEREAS, the County and the City both agree that neither the City, nor any subcontractor, provider, vendor, lessee, or other program provider utilizing the YASC facility to provide programing shall implement a fee structure that charges a different rate based on whether a program

participant lives within the City of Fernandina Beach boundary limits or in the unincorporated areas of Nassau County; and

WHEREAS, the City has agreed to cover all costs in excess of the County's contribution of $1.7 Million and to cover all annual recurring operation and maintenance costs to run and operate the YASC and the City shall not request additional funds for the redevelopment of the park or recurring maintenance. Notwithstanding, the County and City reserve the right to partner on future capacity adding endeavors; and

WHEREAS, the City shall conduct all negotiations with the Federal Aviation Administration ("FAA"), and the City shall submit all applications to the FAA, as required; and

WHEREAS, the County has provided a Letter of Support for the redevelopment of the Ybor Alvarez Sports Complex to the City to support the application process with the FAA; and

WHEREAS, the Parties desire to enter into this Interlocal Agreement to provide for the payment for redevelopment and operation of YASC; and

WHEREAS, this Interlocal Agreement is authorized pursuant to Section 125.0l(l)(p), Florida Statutes and Section 163.01, Florida Statutes.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

SECTION 1. RECITALS.

1.1 The above recitals are incorporated into this Interlocal Agreement and are adopted as findings of fact.

SECTION 2. AUTHORITY.

2.1 This Interlocal Agreement is entered into pursuant to the Florida Interlocal Cooperation Act, Section 163.01, Florida Statutes, and pursuant to the constitutional and statutory powers of the

County and the City.

SECTION 3. CITY'S OBLIGATIONS.

3.1 To execute an agreement for the acquisition of approximately ten (10) acres within the YASC that currently contains softball fields; and

3.2 The City shall provide a fully developed 10-15 acre multi-purpose sports complex with multiple fields that can be used for soccer and other sports, snack bar, restrooms, and lighting; and

3.2 The City shall cover all expenses of redeveloping YASC; and

3.3 The YSAC property will be used for youth recreation programing, in perpetuity, or until otherwise approved for an alternative recreational purpose by both the City and the County; and

3.4 The City shall cover all annual recurring operations and maintenance costs to run the YASC; and

3.5 The City agrees to reimburse the County for any portion of the County's $1.7 million contribution not otherwise expended as part of the project; and

3.6 The City shall not establish or charge any fees or, as a condition of use, allow any sports organization to establish or charge any fees which charge a higher fee for non-city residents; and

3.7 The City, nor any subcontractor, provider, vendor, lessee, or other program provider utilizing the YASC facility to provide programing shall implement a fee structure that charges a different rate based on whether a program participant lives within the City of Fernandina Beach boundary limits or in the unincorporated areas of Nassau County; and

3.6 The City agrees that should it fail to comply with the terms and conditions of this Agreement, including any federal or state statutes, rules, policies, or regulations applicable to this Agreement or fails to deliver a completed project within three (3) years, the County may demand a refund, either in whole or in part, of the funds provided to the City under this Agreement for non-compliance. The County shall provide written notice to the City of any finding of non-compliance. Upon receipt of written notification, the City shall have sixty (60) days to cure any non-compliance and respond to the County. Upon failure of the City to cure or respond to County, the City shall refund and forthwith pay to the County, the amount of money demanded by the County. Such refund shall be due within ninety (90) days of the issuance of the written notification.

SECTION 4. COUNTY'S OBLIGATIONS.

4.1 The County shall provide a maximum of $1.7 million in eligible funding as a local match to the City of Fernandina Beach for the acquisition and construction of the new 10-15 acre YASC; and

4.2 The County shall provide the local match funds to the City within sixty (60) days of the City executing a purchase or acquisition agreement for the rights to control and develop the 10-15 acre YASC.

SECTION 5. TERM.

5.1 This Interlocal Agreement shall commence and be effective upon its approval and execution by the elected bodies of both the County and the City and filing with the Clerk of the Circuit Court in and for Nassau County, Florida. This Interlocal Agreement shall be in effect until terminated, or amended, as described in Section 7. Termination/Modifications to Interlocal Agreement.

SECTION 6. PAYMENT.

6.1 The Parties agree that all payments made under this Agreement by the County to the City shall be on a reimbursement basis for eligible expenses, as determined by the County, in the County's sole discretion. The Parties further agree that all payments shall be subject to the County's available budget, as determined by the County, in the County's sole discretion.

SECTION 7. TERMINATION/MODIFICATIONS TO INTERLOCAL AGREEMENT.

7.1 This Interlocal Agreement may be terminated by either Party upon written notice of termination to the other Party at least sixty (60) days prior to the date of such termination.

7.2 Either Party may request that this Interlocal Agreement be amended. Such requests must be placed in writing and address the reason for the revision as well as provide proposed revised language. In order to be deemed effective, the amendment must be approved by both respective governing bodies, signed both either the Chair of the County or the County Manager, as directed by the Board, and the City, and filed with the Clerk of the Circuit Court in and for Nassau County, Florida. This section does not apply to any changes made to the person to whom notices shall be mailed as set forth in Section 8 herein.

SECTION 8. NOTIFICATION.

8.1 Any required notice to be provided by either Party to this Interlocal Agreement shall be delivered to the other Party's representative at the following locations:

Nassau County Board of County Commissioners	City of Fernandina Beach
Taco E. Pope, AICP	Jeremiah Glisson
County Manager	Interim City Manager
96135 Nassau Place, Ste 1	204 Ash Street
Yulee, FL 32097	Fernandina Beach , FL 32034
tpope@nassaucountyfl.com	jglisson@fbfl.org

8.2 Any notice to be sent to either Party under the provisions of this Interlocal Agreement shall be deemed to have been properly sent when personally delivered or mailed, postage prepaid, first-class U.S. mail, or by nationally recognized overnight courier to the last known address of the Party with appropriate copies as set forth above. A mailing is deemed received at the time of hand delivery or five (5) days after mailing. Either Party may unilaterally change the person to whom a mailing is to be sent to or the address of said person by giving notice to the other Party as provided for herein. Any change of the person to whom a mailing is to be sent shall be provided to the other party in writing and further shall provide the effective date of said change.

SECTION 9. AUDITING, RECORDS AND INSPECTION.

9.1 In the performance of this Interlocal Agreement, the City and the County shall keep books, records, and accounts of all activities, related to the Interlocal Agreement, in compliance with generally accepted accounting procedures, as adopted by the Department of Financial Services, as set forth in Rule 691-61.0012, Florida Administrative Code, as amended or superseded from time to time, or the Auditor General. Books, records, and accounts related to the performance of this Interlocal Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by each Party for a period of five (5) years after termination of this Interlocal Agreement. All books, records, and accounts related to the performance of this Interlocal Agreement shall be subject to the applicable provisions of Chapter 119, Florida Statutes.

9.2 No reports, data, programs or other materials produced by a Party, in whole or in part, for the benefit and use of either Party under this Interlocal Agreement shall be subject to copyright by either Party in the United States or any other country.

9.3 The Parties agree to comply with the requirements of Florida's Public Records Law and public records requests made in accordance with Section 119.07, Florida Statutes.

SECTION 10. JURISDICTION, VENUE AND CHOICE OF LAW.

10.1 All questions pertaining to the validity and interpretations of this Interlocal Agreement shall be determined in accordance with the Laws of the State of Florida. Any legal action by either Party against the other concerning this Interlocal Agreement shall be filed in a court having jurisdiction in Nassau County, Florida, which shall be deemed the proper venue for any action arising out of or through this Interlocal Agreement. The parties waive trial by jury for any dispute or action that arises out of this Interlocal Agreement. This waiver is knowingly, willingly and voluntarily made by the parties, and the parties hereby represent that no representations of fact or opinion have been made by any person or entity to induce this waver of trial by jury or to in anyway modify or nullify its effect. This provision is a material term for the parties entering into this Interlocal Agreement. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waver of jury trial. The parties further represent and warrant that they have been represented in the signing of this Interlocal Agreement and in the making of this waiver by independent legal counsel of their own free will, and that they have had the opportunity to discuss this waiver with counsel.

SECTION 11. ATTORNEY'S FEES AND COSTS.

11.1 In the event of any litigation between the parties arising out of this Interlocal Agreement, each party will bear its own attorney's fees and costs.

SECTION 12. SEVERABILITY.

12.1 If any section, paragraph, sentence, clause, phrase, or word of this Interlocal Agreement, is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding will not affect the remainder of this Interlocal Agreement. The remainder of this Interlocal Agreement shall be effective and shall remain in full force and effect, unless amended or

modified by mutual consent of the parties.

SECTION 13. INDEMNIFICATION/HOLD HARMLESS.

13.1 The City shall indemnify and hold harmless the County and its agents and employees from and against any and all claims, damages, losses, bodily injuries (including death), and expenses, including attorney's fees, arising out of or resulting from any services provided pursuant to this Interlocal Agreement, where such claim, damage, loss, or expense is caused in whole or in part by the act or omission of the City, or anyone directly or indirectly employed by the City or anyone whose acts any of them may be liable, regardless of whether or not it is caused by or in party by a party indemnified thereunder. No indemnification or requirement to hold harmless the County pursuant hereto shall exceed $200,000 per person per accident or $300,000 arising out of the same occurrence or incident. The City shall not be required to indemnify or hold harmless the County to the extent that the County is negligent or intentionally causes or omits to act, thereby causing claims, damages, bodily injuries (including death), losses, or expenses.

13.2 County shall indemnify and hold harmless the City and its agents and employees from and against any and all claims, damages, losses, bodily injuries (including death), and expenses, including attorney's fees arising out of or resulting from any services provided pursuant to this Interlocal Agreement, where such claim, damage, loss, expense is caused, in whole or part, by the act or omission of County, or anyone directly or indirectly employed by County, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by or in part by a party indemnified thereunder. No indemnification or requirement to hold harmless the City pursuant hereto shall exceed $200,000 per person per accident or $300,000 arising out of the same occurrence or incident. The County shall not be required to indemnify or hold harmless the City to the extent that City is negligent or intentionally causes or omits to act, thereby causing claims, damages, bodily injuries (including death), losses, or expenses.

13.3 Each Party agrees it shall bear responsibility for any injury or loss caused by its agents, representatives, officials, employees or volunteers (hereinafter "agents") including when such agents are acting outside their jurisdiction.

13.4 In agreeing to this provision, neither party intends to waive any defense or limit of sovereign immunity or limits to damages to which it may be entitled under Section 768.28, Florida Statutes, as that section may be amended from time to time, or as otherwise provided by law. Nothing

herein shall be construed as consent by either Party to be sued by third parties in any matter arising out of any contract. The Parties acknowledge that specific consideration has been exchanged for this provision.

SECTION 14. INDEPENDENT CONTRACTORS.

14.1 It is specifically understood and agreed to by and between the Parties that a material provision in this Interlocal Agreement is that the relationship between the County and the City is one in which each Party and its employees are independent contractors of the other Party, and not acting as agents, employees, joint venturers, or other partners and neither Party is entitled to any benefits of the other Party. Nothing contained herein shall be construed to be inconsistent with this relationship or status.

SECTION 15. ASSIGNMENT.

15.1 Neither the County nor the City, its assigns or representatives, shall enter into any agreement with third parties to delegate any or all of the rights and responsibilities herein set forth without the prior written approval of the other party's governing body.

SECTION 16. ENTIRE AGREEMENT.

16.1 This Interlocal Agreement, including exhibits, riders, and/or addenda, if any, attached hereto, sets forth the entire agreement between the Parties. This Interlocal Agreement shall not be modified except in writing and executed by all Parties or as otherwise allowed under the terms of this Interlocal Agreement.

SECTION 17. INTERPRETATION.

17.1 Both Parties have had the opportunity to consult with legal counsel and to participate in the drafting of this Interlocal Agreement. Consequently, this Interlocal Agreement shall not be more strictly or more harshly construed against either party as the drafter hereof.

IN WITNESS WHEREOF, the Parties have caused this Interlocal Agreement to be executed by its duly authorized representatives, effective as of the last date below.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

By: JOHN F. MARTIN
Its: Chairman
Date: _____

Attest as to authenticity of the
Chair's signature:

_____
JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney

_____
DENISE C. MAY

CITY OF FERNANDINA BEACH

By: BRADLEY M. BEAN
Its: Mayor
Date: _____

ATTEST:

_____
Caroline Best, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Tammi E. Bach, City Attorney