

**RESOLUTION 2018-__
EXHIBIT A**

**INTERLOCAL AGREEMENT
BETWEEN
NASSAU COUNTY, FLORIDA
AND THE
CITY OF FERNANDINA BEACH, FLORIDA
FOR THE NASSAU COUNTY AFFORDABLE HOUSING ASSESSMENT**

THIS INTERLOCAL AGREEMENT entered into this _____ day of May, 2018 by and between Nassau County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter the “COUNTY,” and the City of Fernandina Beach, a municipal corporation organized under the laws of the State of Florida, hereinafter the “CITY,” for the responsibilities for completion of a countywide affordable housing assessment, hereinafter the “Project.”

WHEREAS, Section 163.01, Florida Statutes, provides that local governments may enter into interlocal agreements to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, the State Comprehensive Plan requires local governments to protect the substantial investment in public facilities that already exist and to plan for and finance new facilities in a timely, orderly, and efficient manner; and

WHEREAS, the Project is consistent with and further implements certain Goals, Objectives and Policies as established in the Nassau County 2030 Comprehensive Plan, specifically Objective H.01; Policies H.01.01, H.01.04; Objective H.03; Policies H.03.01, H.03.02; Objective H.04; Policy H.04.01, H.04.05; and

WHEREAS, the Project is consistent with and further implements certain Goals, Objectives and Policies as established in the City of Fernandina Beach Comprehensive Plan, specifically Objective 3.01; Policy 3.01.01; Objective 3.03; Policies 3.03.01, 3.03.02, 3.03.04, and 3.03.08; and

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WHEREAS, the intent of the Project is to provide countywide data on housing supply and needs which will benefit the residents of the CITY and the COUNTY; and

WHEREAS, the Project will provide data for three sub-regions: West, Central, and Beaches. Sub-regions are made up of Census tracts according to 2010 Census Bureau designations: West (tracts 504, 505.02, 5050.03, and 5050.04); Central (tracts 503.01, 503.02, and 503.03) and Beaches (tracts 501.01, 501.02, 502.01, 502.02, and 502.03). To the extent possible given tract boundaries, the West sub-region covers areas west of I-95 and the Central sub-region includes the area between I-95 and Amelia Island; and

WHEREAS, the Project is currently scheduled for funding in Fiscal Year 2018 by COUNTY funds in the amount of \$7,500.00 and CITY funds in the amount of \$10,000.00; and

WHEREAS, the COUNTY and CITY have entered into this Agreement to further define responsibilities of ownership and maintenance of the Project.

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:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. CITY Obligations.
 - a. The CITY shall cooperate with the COUNTY throughout the length of the Project for the Project Scope, Project Plans Review, meetings with CITY Council, officials, board, and citizens; and any other issues which may arise within the CITY limits.
 - b. The CITY will designate a CITY Project Manager to be the liaison to the COUNTY and provide support to ensure CITY requirements are met and data provided for purposes of the Project.

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- c. The CITY will provide funds in the amount of \$10,000.00 payable to the COUNTY for the City's contribution to the Project.
3. COUNTY Obligations.
- a. The COUNTY will serve as Project Manager for management and completion of the Project.
 - b. The COUNTY will work with the CITY's Project Manager to keep the Affordable Housing Advisory Committee ("AHAC") apprised of the Project process, timeline and updates.
 - c. The COUNTY will facilitate any meetings or outreach associated with the Project.
 - d. The COUNTY will handle the process for soliciting proposals for the Project as required by COUNTY procurement standards and include the CITY's Project Manager in the selection process.
 - e. The COUNTY will coordinate management of the Project with the successful proposer and process associated payments.
 - f. The COUNTY will serve as the primary manager and recordkeeper for the Project.
 - g. The COUNTY will be responsible for distributing final deliverables for the Project to the CITY and the AHAC.
4. Severability. If any section, clause, or provision of this Agreement is held invalid, the remainder of this Agreement shall be construed as not having contained said section, clause, or provision, and shall not be affected by said holding.
5. Modification. Unless otherwise specified herein, no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in

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a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

6. Notices.

a. All notices, demands or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

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

CITY
City Manager
204 Ash Street
Fernandina Beach, Florida 32034

CC to:

COUNTY
Planning & Economic Opportunity Director
96161 Nassau Place
Yulee, Florida 32097

7. No Agency. Nothing contained herein shall be construed to constitute either of the parties, nor any of its agents or employees, as the agent of the other.
8. Term. This agreement shall continue in effect until terminated by either party upon thirty (30) days written notice to the other.
9. 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 representative whose signatures appear below.
10. Entire Agreement. This document embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. This Agreement may not be

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assigned except with the written consent of the other party. This Agreement is made under, and in all respects shall be interpreted, construed and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Nassau County, Florida.

11. Effective Date. This Agreement shall become effective on the date on which this Agreement is executed by the last party hereto.

12. Filing. This Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Nassau County, Florida, prior to its effective date, in accordance with Florida Statutes, 163.01(11).

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement on the respective dates under each signature: The COUNTY, through its Board of County Commissioners, signing by and through its Chairman, and by the CITY of Fernandina Beach, through its City Commission.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

Pat Edwards
Its: Chairman

(SIGNATURES CONTINUE ON THE NEXT PAGE)

ATTEST AS TO CHAIRMAN'S SIGNATURE:

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JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the Nassau County Attorney:

MICHAEL S. MULLIN

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Its: Commissioner-Mayor

ATTEST:

CAROLINE BEST
Its: City Clerk

Approved as to form and legality:

TAMMI E. BACH
Its: City Attorney