

**INTERLOCAL AGREEMENT**

**THIS INTERLOCAL AGREEMENT** entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **CITY OF FERNANDINA BEACH, FLORIDA, a municipal corporation**, hereinafter referred to as “CITY”, and the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida**, hereinafter referred to as “COUNTY”.

**WHEREAS**, the CITY and the COUNTY have determined it to be in the best interests of the citizens of Fernandina Beach and Nassau County to coordinate the efforts of the CITY and the COUNTY to repair a broken stormwater system on Pheasant Lane (the “Work”); and

**WHEREAS**, the area where the Work is to be performed is located in the unincorporated part of Nassau County; however, stormwater from inside the City limits drains through the stormwater system in the area of the Work;

**WHEREAS**, the CITY and COUNTY desire to share the total costs of the Work equally; and

**WHEREAS**, the CITY’s Stormwater Engineer has coordinated with property owners, engineers and contractors to get legal permissions to complete the Work, some of which will require access to private property.

**NOW, THEREFORE**, the CITY and the COUNTY agrees as follows:

1. The CITY will manage and coordinate the Work through completion.
2. The cost estimate for the Work is attached hereto as Exhibit “1”, a total cost estimate of \$21,322.10, which is \$10,661.05 for each CITY and COUNTY. The CITY has incurred expenses in preparation for the Work which are included in Exhibit “1” or provided in-kind to the COUNTY.
3. The COUNTY agrees to reimburse and pay the City for 50% of all the documented actual costs for the Work within 45 calendar days of receipt of a written payment request from the CITY. The CITY will notify the COUNTY of any additional costs associated with the repairs and allow the COUNTY 30 days to review additional costs.
4. The CITY will maintain the portion of the Work located within a drainage easement in favor of the City. The COUNTY will maintain other portions of the Work located in COUNTY rights-of-way

and easements in favor of the COUNTY in accordance with the ownership and maintenance responsibilities outlined in (see Exhibit B).

5. **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.
6. **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.
7. **TERM** – This Agreement shall continue in effect until terminated by either party upon ten (10) days written notice to the other.
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 or the parties, and each has full authority to execute the same through its representative whose signatures appear below.
9. **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).

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

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DANIEL B. LEEPER  
Its: Chairman

ATTEST AS TO CHAIRMAN'S SIGNATURE:

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JOHN A. CRAWFORD  
Its: Ex-Officio Clerk  
Approved as to form:

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MICHAEL S. MULLIN  
Its: County Attorney

CITY OF FERNANDINA BEACH

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JOHN A. MILLER  
Its: Commissioner-Mayor

ATTEST:

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CAROLINE BEST  
Its: City Clerk

APPROVED AS TO FORM AND LEGALITY:



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TAMMI E. BACH  
Its: City Attorney

**Pipe repair/upgrade cost estimate**

<b>Item</b>	<b>Qty</b>	<b>Cost</b>	<b>Price</b>
36" HDPE pipe	270	\$38.23	\$10,322.10
Survey and easement desc.	1	\$2,500.00	\$2,500.00
Equipment rental	1	\$3,500.00	\$3,500.00
labor	5	\$1,000.00	\$5,000.00
Total			\$21,322.10

# Exhibit "B"

## MAP OF TOPOGRAPHIC SURVEY PHEASANT LANE DRAINAGE PROJECT

FERMINONA BEACH, MONROE COUNTY, FLORIDA

(THIS IS NOT A BOUNDARY SURVEY)

DATE: 07/15/2010

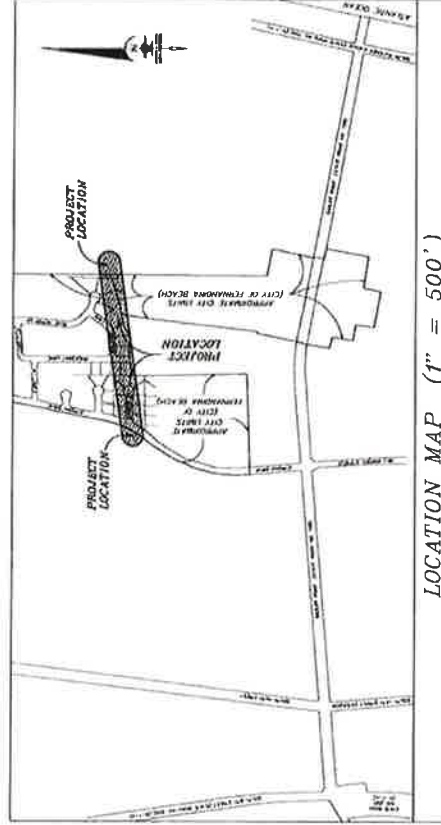


GRAPHIC SCALE

1" = 50'

County Right of Way/ Easement  
(County Maintained)

City Easement  
(City Maintained)



- LEGEND**
- 1" = 50'
  - 2" = 100'
  - 3" = 150'
  - 4" = 200'
  - 5" = 250'
  - 6" = 300'
  - 7" = 350'
  - 8" = 400'
  - 9" = 450'
  - 10" = 500'
  - 11" = 550'
  - 12" = 600'
  - 13" = 650'
  - 14" = 700'
  - 15" = 750'
  - 16" = 800'
  - 17" = 850'
  - 18" = 900'
  - 19" = 950'
  - 20" = 1000'

### SURVEY NOTES

- 1) The purpose of this survey was to determine the location of the easement and to provide a map of the same for the City of Ferminona Beach.
- 2) The survey was conducted on July 15, 2010, and the results are shown on this map.
- 3) The easement is located on the east side of Pheasant Lane, between Citrona Drive and Sapelo Court.
- 4) The easement is 10 feet wide and 100 feet long.
- 5) The easement is owned by the City of Ferminona Beach.
- 6) The easement is shown on this map in yellow.
- 7) The easement is shown on this map in green.
- 8) The easement is shown on this map in blue.
- 9) The easement is shown on this map in red.
- 10) The easement is shown on this map in black.

11) The survey was conducted by the City of Ferminona Beach, and the results are shown on this map.

12) The survey was conducted by the City of Ferminona Beach, and the results are shown on this map.

13) The survey was conducted by the City of Ferminona Beach, and the results are shown on this map.

14) The survey was conducted by the City of Ferminona Beach, and the results are shown on this map.

15) The survey was conducted by the City of Ferminona Beach, and the results are shown on this map.

16) The survey was conducted by the City of Ferminona Beach, and the results are shown on this map.

17) The survey was conducted by the City of Ferminona Beach, and the results are shown on this map.

18) The survey was conducted by the City of Ferminona Beach, and the results are shown on this map.

19) The survey was conducted by the City of Ferminona Beach, and the results are shown on this map.

20) The survey was conducted by the City of Ferminona Beach, and the results are shown on this map.

