

**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.
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.

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

RESOLUTION 2020-117

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS AND THE CITY OF FERNANDINA BEACH TO SHARE THE COST OF REPAIRING A FAILED STORMWATER SYSTEM ON PHEASANT LANE OFF OF CITRONA DRIVE; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach and Nassau County has 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 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; and

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; and

WHEREAS, the City will maintain the portion of the work that is located in a drainage easement in favor of the City, and the County will maintain the portions of the work located in County rights-of-way and easements in favor of the County.

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

SECTION 1. INTERLOCAL AGREEMENT– The City Commission hereby authorizes the Mayor to execute an Interlocal Agreement with the Nassau County Board of County Commissioners agreeing to share the cost of stormwater system improvements on Pheasant Lane off of Citrona Drive.

SECTION 2. FILING – This Interlocal Agreement, attached hereto as Exhibit "A", shall be filed with the Clerk of the Circuit Court of Nassau City, Florida, prior to its effective date in accordance with Florida Statutes, 163.01 Florida Interlocal Cooperation Act of 1969.

ADOPTED this 18th day of August, 2020.

CITY OF FERNANDINA BEACH



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JOHN A. MILLER  
Commissioner – Mayor

ATTEST:

*Caroline Best*

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CAROLINE BEST  
City Clerk

APPROVED AS TO FORM AND LEGALITY:

*Tammi E. Bach*

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TAMMI E. BACH  
City Attorney