

**INTERLOCAL AGREEMENT BETWEEN
NASSAU COUNTY, FLORIDA, AND THE CITY OF
FERNANDINA BEACH, FLORIDA**

THIS INTERLOCAL AGREEMENT is made and entered into this 3rd day of ~~June~~^{July}, 2001, by and between the **CITY OF FERNANDINA BEACH, FLORIDA**, a municipal corporation (herein called "CITY"), and the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, (herein called "COUNTY").

WITNESSETH:

WHEREAS, Nassau County is the owner of several properties that are located within the jurisdictional limits of the City of Fernandina Beach that, at times, require equipment repair or replacement, renovation or remodeling of existing structures or construction of new facilities that are subject to the requirements of the adopted construction codes; and

WHEREAS, The County and the City have both adopted those State Minimum Building Codes as stipulated in Florida Statute 553.73 (2); and

WHEREAS, The County and the City are required to comply with the stipulations contained in Florida Statute 553.79 as relates to plan review, permit issuance and inspection of permitted activities; and

WHEREAS, The County and the City agree that there are to be no fees associated with the acceptance of this Agreement,

NOW, THEREFORE, in consideration of the foregoing premises, which shall be deemed an integral part of this Agreement and of the mutual covenants and conditions hereinafter set forth, the City and the County, intending to be legally bound hereby, agree that for issues relating to County owned property located within the jurisdictional limits of the City, as follows:

1. **ZONING APPROVALS**, That the City shall retain all authority and responsibility for issues relating to approvals for zoning issues pertaining to use, height, setbacks and landscaping.
2. **SITE PLAN APPROVALS**, That the City shall retain all responsibility for acceptance and approvals for issues relating to proposed site development with the exception of accessibility as stipulated in Florida Statutes, Chapter 553, Part V;
3. **PLANS REVIEW**, That the City shall review the proposed site development for issues pertaining to all issues with the exception of the accessibility requirements relating to Florida Statute 553 Part V.
4. **CONSTRUCTION PLANS REVIEW**, That the City shall review and approve all proposed construction plans for compliance with adopted State Minimum Building Codes with the exception of accessibility requirements relating to Florida Statutes, Chapter 553, Part V. The County shall review and approve all construction plans.
5. **PERMIT ISSUANCE**, That the City shall issue all permits for requests pertaining to issues regulated by the adopted State Minimum Building Codes on County owned structures and shall furnish the County with a copy of those permits issued on a monthly basis.

6. **INSPECTIONS**, That the County shall perform all inspections required by the adopted State Minimum Building Codes and shall furnish a copy of those inspection reports to the City on a monthly basis.
7. **CERTIFICATES OF OCCUPANCY**, That the City shall be responsible for the issuance of a Certificate of Occupancy when required to do so by the adopted State Minimum Building Code and shall issue such after receiving a copy of the approved inspection results from the County.

AUTHORITY. The above Agreements are authorized under the stipulations outlined in Florida Statute 553.79(9), Permits; applications; issuance; inspections and Florida Statute 468.617 Joint inspection department; other arrangements and are to be enforced as stipulated in Florida Statute 553.80(1). The City Building Official shall have authority over all issues relating to issuance of any required permits, the review and approval of all submitted documents with the exception of accessibility requirements and the issuance of all required Certificates of Occupancy. The County Building Official shall have authority over all issues relating to the approval of required inspections.

TERM. This Agreement shall be in effect for one (1) year from the joint execution of the Agreement and may be renewed in the anniversary month by both Boards' execution of a new Agreement for an additional one (1) year period.

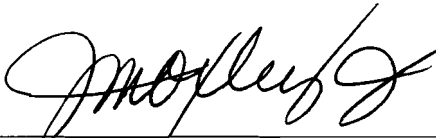
TERMINATION: Either party may terminate this Agreement upon thirty (30) days written notice.

FILING. A copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court, as required by Florida Statute 163.01.

IN WITNESS WHEREOF, the parties have executed the foregoing Agreement the day and year indicated below.

BOARD OF COUNTY COMMISSIONERS
OF NASSAU COUNTY, FLORIDA

ATTEST:

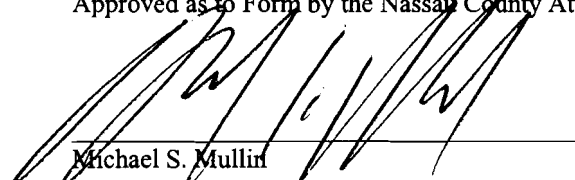
By: 

J. M. "Chip" Oxley, Jr.
Its: Ex-Officio Clerk

By:  9-24-01

Marianne Marshall, Chairman

Approved as to Form by the Nassau County Atty:



Michael S. Mullin

(Signatures continue on next page)

Attest:

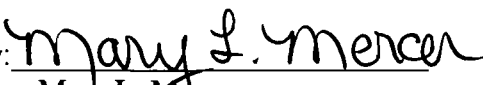
CITY OF FERNANDINA BEACH

By:




Andy Barton
City Manager

By:



Mary L. Mercer
City Clerk

Approved as to form by the City Attorney:



Wesley R. Poole