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JUN 01 2001
CITY OF FERNANDINA BEACH

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

THIS INTERLOCAL AGREEMENT is made and entered into this 14th
MAY
day of ~~January~~ 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, during recent years there has been a continuing
increase in the youth athletic programs in Nassau County and the
City of Fernandina Beach, and said increase has resulted in a
desperate need of practice fields and other facilities; and

WHEREAS, on May 9, 2000 the CITY received a letter from Walt
Gossett, County Coordinator, outlining the COUNTY's commitment to
provide up to \$30,000.00 in cash or in-kind services for clearing
the property to be utilized as a practice field complex for youth
sports, and received further confirmation of the COUNTY's
commitment to provide \$100,000.00 for the development of said
fields at a December 12, 2000 meeting between the CITY and COUNTY;
and

WHEREAS, on May 16, 2000 the City Commission voted to endorse
and support a proposal made by Mr. Beano Roberts for the
acquisition or lease of 10 acres of land from the Nassau County

School Board for the purpose of establishing a practice field complex for youth sports, and voted to support the CITY requesting Rayonier to donate 15 acres adjacent to said Nassau County School Board property for same; and

WHEREAS, the Nassau County School Board has been approached, and expressed a desire to lease the property to the CITY for the development of said fields; and

WHEREAS, the CITY will be responsible for the property, including ^{its development,} ~~maintaining~~ the fields and scheduling the use of said fields; and

WHEREAS, CITY and COUNTY have agreed that the establishment of a practice field complex for youth sports is in the best interest of Amelia Island.

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 as follows:

1. **HICKORY STREET LEASE.** That the City will enter an agreement with the Nassau County School Board for the lease of 10 acres of property for the development of a ^{sports practice complex.} ~~practice field.~~
2. **RAYONIER DONATION OF LAND.** That the CITY will pursue with Rayonier the possible donation of 15 acres adjacent to the Nassau County School Board property for the development of a practice field.

3. **FUNDING.** That the COUNTY will contribute \$30,000.00 in cash and in-kind services, for land clearing or other improvements, and will further pay \$100,000.00 for developing said property, including, but not limited to, grassing, fencing, irrigation, pump and well, said payment to be made upon request of CITY as the development progresses.
4. **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 representatives whose signatures appear below.
5. **ADA COMPLIANCE.** The City will insure and certify to the County that the facility will be ADA compliant both as to Federal Requirements and the State of Florida Accessibility Guide. Failure to construct and maintain the facilities pursuant to Federal and State requirements shall be considered a breach of this Agreement.

A breach of this Agreement, as determined by mediation or a Court of Law, shall terminate this Agreement. The County shall be reimbursed for any monies spent if breach occurs.
6. **TERM.** This Agreement shall continue in effect until completion of development of the project as contemplated herein, and performance of the covenants stated herein by

both parties.

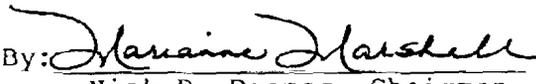
7. **FILING.** A copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court, as required by Florida Statute 163.01.

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

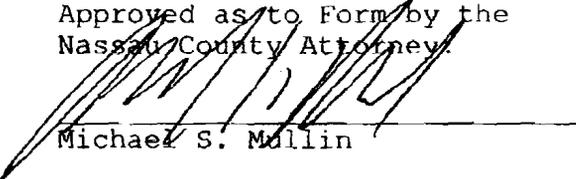
BOARD OF COUNTY COMMISSIONERS
OF NASSAU COUNTY, FLORIDA

ATTEST:

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

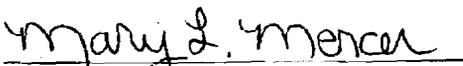
By: 
~~Nick D. Deonas~~, Chairman
Marianne Marshall

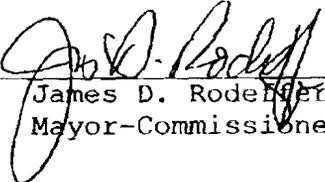
Approved as to Form by the
Nassau County Attorney:


Michael S. Mullin

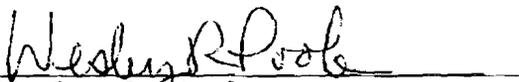
CITY OF FERNANDINA BEACH

ATTEST:

By: 
Mary L. Mercer
City Clerk

By: 
James D. Roderer
Mayor-Commissioner

Approved as to Form by the
City Attorney:


Wesley R. Poole 8-1-01

City Funding Source designated
as:

funds provided by County