

Reso. 2008-49
Exhibit A

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

Contract No: CN08-102
Bid No: _____

^{14th} ~~1st~~ ^{OK}
May ~~April~~, 2008, by and between Nassau County, a political subdivision of the State of Florida, (hereinafter "County"), and the City of Fernandina Beach, Florida, a municipal corporation, (hereinafter "City").

WITNESSETH:

WHEREAS, County owns lands pursuant to a deed recorded in Official Records 859, Page 618, Nassau County, Florida, a portion of which land was utilized by the County to construct a detention pond in conjunction with the expansion of the Sadler Road right of way; and

WHEREAS, City owns lands lying to the West, North and Northwest of said county-owned lands, on which lands City desires to provide an access to the existing Egans Creek Greenway (park for public use); and

WHEREAS, the Parties acknowledge that access to the Greenway across city-owned lands would require City to construct a boardwalk across jurisdictional wetlands; and

WHEREAS, City desires to avoid constructing said boardwalk at the present time and to have access to the Greenway via a path across the county-owned lands (sitemap attached hereto as Exhibit "A"); and

WHEREAS, County agrees to permit the City to use a path across the county-owned lands.

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. County grants City a revocable right to use the strip of land owned by the County which lies immediately West of the detention pond and East of the jurisdictional wetlands for foot traffic and limited service and maintenance vehicular traffic accessing the City's property located behind (North) the detention pond.
2. County shall have the right to revoke the above stated use at anytime for any purpose so long as the County provides the City with ninety (90) days advance written notice of its revocation of the use.
3. City, in accepting this license, agrees to be solely responsible for maintaining the subject strip of land in a condition suitable for the uses granted herein. City accepts the land "as is" and accepts sole responsibility for making any improvements to the land that are necessary to achieve the limited uses granted herein. The City shall ensure that the construction of the path complies with all applicable federal, state and local laws, ordinances and regulations.

4. County permits City to relocate the existing fence on the county-owned lands in order for the lands to be conducive to the uses permitted herein. The City may move the fence approximately five (5) feet toward the detention pond, and in the event the fence is so relocated, the City must relocate the gate to the opposite side of the enclosure. Prior to commencement of the relocation of the fence, the proper City designee shall meet with the proper County designees to get the approval on the new location of the fence and gate. The City shall bear the full cost of relocation and shall ensure that the detention pond is safely enclosed at all times during the relocation of the fence. The City shall assume responsibility for safety of the premises.

5. City agrees to assume sole responsibility for the safety of the premises, including the duty to warn the public or remedy any potentially unsafe conditions. As such, the City indemnifies County from any liability associated with the public use of the strip of land as access to the Greenway. Nothing contained herein shall be construed to be a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

Nassau County Board of County Commissioners

Marianne Marshall

Marianne Marshall
Its: Chair

Attest as to Chair's signature: *only*

John A. Crawford
John A. Crawford
Its: Ex-Officio Clerk *By: JAC*
CSO

REVIEWED BY GENE KNAGA
CHIEF DEPUTY COMPLIANCE / ACCOUNTABILITY

Gene Knaga DATE *5/14/08*

Approved as to form by the
Nassau County Attorney

David A. Hallman
David A. Hallman

City of Fernandina Beach

Bill Leeper
Bill Leeper
Mayor

Attest as to Mayor's Signature:

Mary Mercer
Mary Mercer
Its: City Clerk

Approved as to form:

Tammi Bach
Tammi Bach
City Attorney

RESOLUTION NUMBER 2008-49

SCANNED

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF FERNANDINA BEACH AND NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS FOR THE USE OF COUNTY OWNED PROPERTY OFF OF SADLER ROAD TO PROVIDE PUBLIC ACCESS INTO THE EGANS CREEK GREENWAY; PROVIDING FOR EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach wishes to provide public access to the Egans Creek Greenway off of Sadler Road; and

WHEREAS, Nassau County has provided an Interlocal Agreement which will permit the City to use a portion of County owned property (parcel No. 20-3N-29-0000-0014-0130) to assist in providing this public access.

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

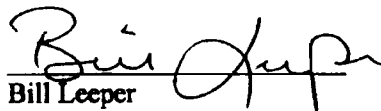
SECTION 1. The City Commission hereby approves the Interlocal Agreement, attached hereto as Exhibit A, with the Nassau County Board of County Commissioners for the use of County property to allow the City to provide access to the Egans Creek Greenway from Sadler Road.

SECTION 2. The Mayor is hereby authorized to execute said agreement.

SECTION 3. This Resolution shall become effective immediately upon passage.

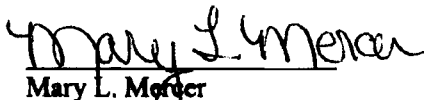
ADOPTED this 1st day of April, 2008.

CITY OF FERNANDINA BEACH



Bill Leeper
Commissioner - Mayor

ATTEST:



Mary L. Mofner
City Clerk

APPROVED AS TO FORM:



Tammi E. Bach
City Attorney

Exhibit A



Interlocal Agreement - Nassau County / City of Fernandina Beach
County property use for upland trail access to Greenway

0 120 240 480 Feet

1 inch equals 0.050362 miles

