

**INTERLOCAL AGREEMENT
BETWEEN
NASSAU COUNTY, FLORIDA
AND THE
CITY OF FERNANDINA BEACH, FLORIDA
FOR THE SIMMONS ROAD MULTI-USE TRAIL**

THIS INTERLOCAL AGREEMENT entered into this 9th day of April, 2018 by and between Nassau County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter the "COUNTY", and the City of Fernandina Beach, a municipal corporation organized under the laws of the State of Florida, hereinafter the "CITY", for the responsibilities for management of the Simmons Road Multi-Use Trail, hereinafter the "Project".

WHEREAS, Section 163.01, Florida Statutes, provides that local governments may enter into interlocal agreements to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, the State Comprehensive Plan requires local governments to protect the substantial investment in public facilities that already exist and to plan for and finance new facilities in a timely, orderly, and efficient manner; and

WHEREAS, the Project is consistent with and further implements certain Goals, Objectives and Policies as established in the Nassau County 2030 Comprehensive Plan, specifically Objective T.04; Policies T.04.01, T.04.02, T.04.03; Policy ROS.01.13; Objective ROS.02; Policies ROS.02.01 and ROS.02.02; and

WHEREAS, the Project is consistent with and further implements certain Goals, Objectives and Policies as established in the City of Fernandina Beach Comprehensive Plan, specifically Objective 2.10; Policies 2.10.14, 2.10.17, 2.10.18; and Policy 1.06.09; and

WHEREAS, the intent of the Project is to construct a shared-use path which will benefit the residents of the CITY and the COUNTY; and

WHEREAS, the Project will commence at the western extent of the travel lanes of South Fletcher Avenue (A1A) at the intersection with Simmons Road and continue west within the right of way of Simmons Road to its intersection with Bailey Road; the trail will continue south from the intersection of Simmons Road and Bailey Road within the right of way of Bailey Road to the Ybor Alvarez Sports Complex and the entrance to Crane Island; and

WHEREAS, the Project is currently scheduled for funding in Fiscal Year 2019 by Federal Alternative Transportation Project funds through the Florida Department of Transportation in the amount of \$1,151,085.00; and

WHEREAS, the COUNTY and CITY have entered into this Agreement to further define responsibilities of ownership and maintenance of the Project.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants and other good and valuable considerations contained herein to be kept, the parties do hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. CITY Obligations.
 - a. The City shall cooperate with the County throughout the length of the Project for the Project Scope, Project Plans Review, meetings with City Council, officials, board, and citizens; and any other issues which may arise within the City limits.
 - b. The City will designate a City Project Manager to be the liaison to the County throughout the construction, engineering and inspection process of the Project.

- c. The City Project Manager will provide support to the County during the Project, including assisting the County to ensure that all City requirements are encompassed in the contract between the County and the selected Engineering Consultant.
- d. The City shall abide by all terms applicable to the City which are contained within the LAP Agreement and shall assist the County with complying with the terms of the LAP Agreement.
- e. The City hereby irrevocably covenants to budget and appropriate from non-ad valorem funds the funding necessary to appropriately maintain those portions of the Project within the City's jurisdiction, which is that area from Beach Access No. 30 west along the Simmons Road corridor, to the center line of Egan's Creek and the segment within the Simmons Road right-of-way between the western boundary of the 14th Street right-of-way and the eastern boundary of the Bailey Road right-of-way. This provision includes the maintenance of any trail amenities established along the trail within the stipulated segments including, but not limited to, benches, kiosks, viewing platforms, boardwalks, bicycle racks, pergolas, landscaping or other similar items and those facilities within the Ybor Alvarez Sports Complex and public Beach Access No. 30.
- f. For the trail segment laying within the unopened ROW of Simmons Road between Bailey Road and Amelia Road, the City's maintenance responsibility is limited to the width of the trail (paved area) plus two feet on either side of the trail and any related trail amenities and related infrastructure, i.e cross drains, boardwalks, etc.

3. COUNTY Obligations.

- a. The County agrees to enter into a Local Agency Program Agreement with the Florida Department of Transportation (FDOT) to obtain funding for this Project. If FDOT elects not to enter into a Local Agency Program Agreement with the County for this Project, this Interlocal Agreement will be considered terminated. In such event, the parties agree that the County will not be considered in breach of this Agreement.
- b. The County hereby irrevocably covenants to budget and appropriate from non-ad valorem funds the funding necessary to appropriately maintain those portions of the Project within the County's jurisdiction, which is that area from the center line of Egan's Creek to the western boundary of the 14th Street right-of-way and the segment located within the right-of-way of Bailey Road from the northern boundary of the Simmons Road right-of-way to the terminus of the Bailey Road right-of-way at the entrance to the Ybor Alvarez Sports Complex including any trail amenities located within the stipulated segments including, but not limited to, benches, kiosks, viewing platforms, boardwalks, bicycle racks, pergolas, landscaping or other similar items.
- c. The County shall be responsible for mowing, debris removal, ditch maintenance of the trail.

4. 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.

5. Modification. Unless otherwise specified herein, no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained

in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

6. Notices.

- a. All notices, demands or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

COUNTY
County Manager
96135 Nassau Place, Suite 1
Yulee, Florida 32097

CITY
City Manager
204 Ash Street
Fernandina Beach, Florida 32034

CC to:

Public Works Director
96161 Nassau Place
Yulee, Florida 32097

Planning & Economic Opportunity Director
96161 Nassau Place
Yulee, Florida 32097

7. 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.
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 of the parties, and each has full authority to execute the same through its representative whose signatures appear below.
9. Entire Agreement. This document embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. This Agreement may not be assigned except with the written consent of the other party. This Agreement is made

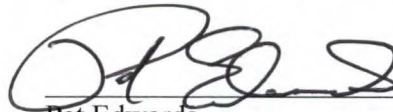
under, and in all respects shall be interpreted, construed and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Nassau County, Florida.

10. Effective Date. This Agreement shall become effective on the date on which this Agreement is executed by the last party hereto.

11. 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).

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement on the respective dates under each signature: The County, through its Board of County Commissioners, signing by and through its Chairman, and by the City of Fernandina Beach, through its City Commission.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



Pat Edwards
Its: Chairman

ATTEST AS TO CHAIRMAN'S SIGNATURE:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

MES
04-10-18

APPROVED AS TO FORM BY THE NASSAU COUNTY ATTORNEY:



MICHAEL S. MULLIN

(SIGNATURES CONTINUE ON THE NEXT PAGE)

CITY OF FERNANDINA BEACH



JOHN A. MILLER
Its: Commissioner-Mayor

ATTEST:



CAROLINE BEST
Its: City Clerk

APPROVED AS TO FORM AND LEGALITY:



TAMMI E. BACH
Its: City Attorney

RESOLUTION 2013-46

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA ENDORSING THE INSTALLATION OF AN UP TO 12 FOOT WIDE AND 2.2 MILE LONG MULTI-USE PATH ALONG SIMMONS ROAD STARTING ON SOUTH FLETCHER AVENUE AND EXTENDING WEST TO BAILEY ROAD AND THEN CONTINUING SOUTH TO THE YBOR ALVAREZ SOFTBALL COMPLEX; PROVIDING FOR EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (FDOT) proposes to fund and install an up to 12-foot wide multi-use path along Simmons Road starting on South Fletcher Avenue and extending west to Bailey Road and then continuing south to the Ybor Alvarez softball complex using Transportation Enhancement dollars in fiscal year 2019; and

WHEREAS, the City would permit the use of City owned properties located at the south side of 1st Avenue and Simmons Road for use as a trailhead and allow construction of the trail to take place on these properties and permit installation of signage and necessary trail components on adjoining City owned properties along the proposed multi-use trail; and

WHEREAS, the FDOT has requested the City commit to entering into a Memorandum of Agreement to formalize the obligations of both parties to accomplish the project's installation and ongoing maintenance; and

WHEREAS, the City of Fernandina Beach finds that the multi-use path project is in the best interest of the City as an alternative east to west cross island route to the benefit of residents and visitors alike; and

WHEREAS, the multi-use path is consistent with the League of American Bicyclists recommendations as received in the City's 2011 honorable mention as a Bicycle Friendly Community and would enhance the City's attempt to seek an upgraded status in its 2013 application; and

WHEREAS, the multi-use path is consistent with the City's Comprehensive Plan Objective 2.10 which supports bicycle, pedestrian and multi-use paths network, specifically Policies 2.10.14, 2.10.17, and 2.10.18.

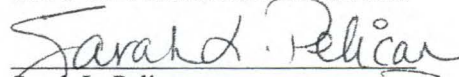
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA that:

SECTION 1. The City Commission hereby endorses the proposed project identified on "Exhibit A" and will partner with Nassau County on construction and maintenance of the trail sections located on City property.

SECTION 2. This Resolution shall become effective immediately upon adoption.

SECTION 3. Adopted this 2nd day of April, 2013.

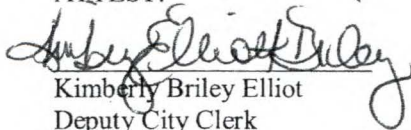
CITY OF FERNANDINA BEACH



Sarah L. Pelican

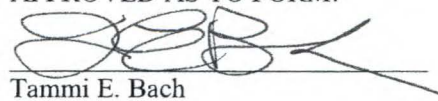
Commissioner - Mayor

ATTEST:



Kimberly Briley Elliot
Deputy City Clerk

APPROVED AS TO FORM:



Tammi E. Bach

City Attorney

RESOLUTION 2018-49

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 FOR SIMMONS ROAD (RIVER-TO-SEA) MULTI-USE TRAIL MAINTENANCE; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in April, 2013, the Nassau County Board of County Commissioners and the City submitted a joint application to fund the Simmons Road (River-to-Sea) Multi-use Trail via Resolution 2013-46; and

WHEREAS, the trail project was selected by the North Florida Transportation Planning Organization and funded by the Florida Department of Transportation at an estimated cost of \$1,720,000 with funds allocated by the Federal Highway Administration; and

WHEREAS, the trail consists of an up to 10-foot wide multi-use path along Simmons Road starting on South Fletcher Avenue and extending west to Bailey Road then continuing south to Ybor Alvarez softball complex within public right-of-way; and

WHEREAS, the project design began in early 2017 and construction is scheduled for the Spring/Summer of 2018; and

WHEREAS, a condition for receiving funds is that the local jurisdiction agrees to maintain improvements upon completion; and

WHEREAS, Resolution 2013-46 states that the City commits to entering into an agreement to accomplish the project installation and on-going maintenance; and

WHEREAS, the multiuse path is consistent with the City's Comprehensive Plan Objective 2.10 which supports bicycle and pedestrian, and multi-use path networks, specifically as referenced in policies 2.10.14, 2.10.17, and 2.10.18.

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

SECTION 1. INTERLOCAL AGREEMENT– The City Commission hereby directs the City Manager to execute an Interlocal Agreement with the Nassau County Board of County Commissioners committing to the ongoing maintenance of the Simmons Road (River-to-Sea) Trail.

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 3rd day of April, 2018.

CITY OF FERNANDINA BEACH



JOHN A. MILLER
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:



CAROLINE BEST
City Clerk



TAMMI E. BACH
City Attorney