

**INTERLOCAL AGREEMENT
BETWEEN
NASSAU COUNTY, FLORIDA
AND
TOWN OF CALLAHAN, FLORIDA**

THIS AGREEMENT, entered into this ^{12th} ~~23rd~~ day of ^{EXD} ~~March~~ April,

2010, by and between the TOWN OF CALLAHAN, hereafter referred to as "TOWN" and NASSAU COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

WHEREAS, Florida Statute 125.0101 and Florida Statute 180.02 respectively, authorize the COUNTY and TOWN to enter into such an interlocal government agreement for provision of the services contemplated by this Agreement; and

WHEREAS, both COUNTY and TOWN are authorized by general law to provide for the health, safety, and welfare of citizens within their respective jurisdictions and now desire to make the most efficient use of their powers by entering into this Agreement to serve their mutual best interests and advantage; and

WHEREAS, the COUNTY has applied for CDBG grant funding in the amount of \$670,133.55 under the 2008 Disaster Recovery Initiative, 2008 Supplemental CDBG Appropriation [Docket No. FR-5256-n-01] Federal Register / Volume 74, Number 29, dated February 13, 2009 [Docket No. FR-5337-N-01] Federal register / Volume 74, Number 156, dated August 14, 2009, to provide for recovery efforts in the COUNTY in the most impacted and distressed areas relating to the consequences of Tropical Storm Fay in 2008; and

WHEREAS, the TOWN is a municipal corporation organized under the laws of the State of Florida that requires financial assistance in recovering from the effects of Tropical Storm Fay which impacted Nassau County during the 2008 Hurricane Season; and

WHEREAS, the COUNTY intends to make a portion of the funds available for the TOWN'S unmet recovery needs; and

WHEREAS, an interlocal agreement is required if a CDBG-funded activity is outside the jurisdiction of the applying local government; and

WHEREAS, the proposed project is not inconsistent with the Comprehensive Land Use Plan of the TOWN or the COUNTY.

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein, the COUNTY and TOWN hereby agree as follows:

1. The purpose of this Interlocal Agreement is to coordinate the CDBG disaster relief funds to the benefit of both parties. The Application for HUD Disaster Recovery Funding, including attachments and supplements, will provide funding for eligible projects countywide.
2. The COUNTY will administer the CDBG funds in conformance with all applicable HUD requirements, as administered by DCA, and as delineated more specifically in the Application and in the Grant Award Agreement between COUNTY and DCA. The COUNTY shall be the lead agency for this project, and as such shall have responsibility for day to day administrative requirements of the grant, including but not limited to procurement, payment of invoices, and request for funds approval and submission. In all cases, the COUNTY'S policies and procedures shall govern in matters related to this grant.
3. In the event either party hereunder desires or is required to provide any notice to the other party, the party desiring or required to provide such notice shall provide it in writing, send it by certified mail, return receipt requested, postage prepaid, to the other party at the address listed below:

If to COUNTY: JAMES R. ROWLAND
 NASSAU COUNTY ENGINEERING
 96161 NASSAU PLACE
 YULEE, FL 32097

If to TOWN: MICHAEL WILLIAMS
 PUBLIC WORKS DIRECTOR
 542300 U.S. HIGHWAY 1
 CALLAHAN, FL 32011

4. No modification, amendment, or alteration in the terms or conditions herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
5. The COUNTY agrees to sign applicable forms, including but not limited to, the letter of commitment, award agreement, environmental review, and closeout package.
6. This Agreement shall be construed solely to benefit the parties hereto and no third person, corporation, or other legal entity shall ever have the right to bring action to enforce the terms hereof.
7. This Agreement can be amended, including but not limited to the layout of proposed CDBG Facilities included in the Application for HUD Disaster Recovery Funding and Award Agreement, by both parties only by a separate writing and no employees or agent has the authority to waive or otherwise amend the terms and conditions of this Agreement without specific written authorization of the parties hereto subject to CDBG conditions.
8. COUNTY, as a state agency or subdivision defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, or intentional tortious actions, which result in claims or suits against either COUNTY or TOWN, and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions, or intentional tortious acts.

TOWN, as a state agency or subdivision defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, or intentional tortious acts, which result in claims or suits against either the TOWN or COUNTY, and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions, or intentional tortious acts.

Nothing contained in this Section shall be construed to be a waiver by either party of any protections under sovereign immunity, Section 768.28 Florida statutes, or any other similar provision of law. Nothing contained herein shall be construed to be; a consent by either party to be sued by third parties in any matter arising out of this or any other Agreement.

- 9. This Agreement shall become effective when executed both by the TOWN and COUNTY and shall run until such time as the grant close-out is submitted and approved by the Department of Community Affairs. Upon the expiration of the term of this Agreement or upon this Agreement being declared void or unenforceable, any service being previously provided pursuant to the terms of this Agreement shall continue unless otherwise mutually agreed between the parties.
- 10. TOWN and COUNTY mutually represent that they have the respective authority to enter into this Agreement.

In **WITNESS WHEREOF** the parties have hereunto set their hands and seals this date above written.

Attest:

"TOWN"
TOWN OF CALLAHAN, FLORIDA
A Municipal Corporation

Cleo W. Wynn
TOWN CLERK

By: *Shirley Graham*
MAYOR SHIRLEY GRAHAM

~~Attest:~~
Attestation: Only To Authenticity
As To Chairman's Signature:

"COUNTY"
NASSAU COUNTY
A Political Subdivision of the State of Florida

John A. Crawford
CLERK OF COURT John A. Crawford
By [Signature] 4/12/10

By: *Michael H. Boyle*
CHAIRMAN Michael H. Boyle
NASSAU COUNTY
BOARD OF COUNTY COMMISSION

Approved as to form by the
Nassau County Attorney:

[Signature]
David A. Hallman