

CS-15-139

**INTERLOCAL AGREEMENT BETWEEN NASSAU COUNTY, FLORIDA
AND THE TOWN OF CALLAHAN, FLORIDA
FOR A COMMUNITY DEVELOPMENT
BLOCK GRANT PROJECT**

WHEREAS, Nassau County and the Town of Callahan have agreed to enter into this Interlocal Agreement for the purpose of clarifying responsibilities concerning the Town of Callahan's Small Cities Community Development Block Grant application being submitted to the Florida Department of Economic Opportunity (DEO) requesting Federal Fiscal Year 2015 Small Cities Community Development Block Grant (CDBG) funding in the Neighborhood Revitalization category for the interconnecting of several segments of the Town of Callahan potable water distribution system, some of which are located in unincorporated Nassau County and serve residential housing units also located in unincorporated Nassau County, and

WHEREAS, an interlocal agreement between Nassau County and the Town of Callahan is required by the Florida Department of Economic Opportunity (DEO) to be included in the CDBG application for assistance for this project, and

WHEREAS, Chapter 163, Part I of the Laws of Florida provides for and directs the cooperation between local governments to engage in joint efforts that are in the best interests and welfare of their respective citizens, and

WHEREAS, Nassau County supports the Town of Callahan providing potable water service to citizens living in the Town of Callahan Potable Water Service Area within unincorporated Nassau County.

WHEREAS, a portion of the proposed Town of Callahan CDBG Neighborhood Revitalization project proposes to interconnect segments of dead end potable water lines some of which are located in unincorporated County and serve residents living in the unincorporated County, and

WHEREAS, the Town of Callahan agrees to maintain the new potable water lines constructed in public right of way as part of the CDBG Neighborhood Revitalization project, and

WHEREAS, Nassau County and the Town of Callahan both acknowledge and agree that some of the potable water lines the Town will be interconnect will be partially located within Nassau County right-of-way in unincorporated Nassau County, as shown in Exhibit "A," and

WHEREAS, the interconnecting of the potable water distribution lines will complement the investments already made by the Town of Callahan and Nassau County in promoting inter-local community development cooperation, and will also support and complement local, state and regional comprehensive plans;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, that Nassau County and the Town of Callahan agree as follows:

1. Recitals. Each and all of the foregoing recitals are hereby incorporated by reference herein and acknowledged to be true and correct. Failure of the foregoing to be true and correct shall not operate to invalidate this Agreement.
2. Authority. This Agreement is entered into pursuant to the authority set forth in §§ 163.01 and § 125.01, Florida Statutes.
3. Duties of the Town.
 - a. The Town of Callahan is the grant applicant requesting CDBG Neighborhood Revitalization Grant funding to upgrade several dead end segments of the existing potable water distribution system lines some of which are located in unincorporated Nassau County, to maintain an acceptable level of service to all of its customers including those living in unincorporated Nassau County.
 - b. The Town of Callahan will administer the proposed grant and will have the ultimate responsibility to assume all obligations under the terms of the grant including assuring compliance with all applicable laws and program regulations and performance of work in accordance with the grant contract.
 - c. The Town of Callahan, upon receipt of a CDBG Grant Award Agreement, shall have the potable water distribution system improvements constructed in accordance with the requirements of the Florida Department of Economic Opportunity and Nassau County.
 - d. The Town of Callahan, upon receipt of a CDBG Grant Award Agreement, shall notify the County of such award and shall seek all permits, temporary construction license, and easement from the County, under terms and conditions as required by the County.
 - e. Upon completion of construction, the ownership and maintenance of the constructed potable water distribution system improvements will be the responsibility of the Town of Callahan.
4. Indemnification of Town to County. By acceptance of the benefits of this Agreement, the Town shall indemnify and hold County harmless from all claims, losses, liabilities, actions, proceedings and costs (including reasonable attorneys' fees and costs of suit), resulting from any accident, injury or loss or damage whatsoever, occurring to any person or to the property of any person arising out of the entry upon or use of the County right-of-way by Town or its agents, employees, contractors, or invitees for the purpose of constructing, maintaining, and repairing the potable water distribution system improvements within the County right-of-way. This indemnification shall be subject to the provisions of §768.28, Florida Statutes, including the limitations set forth therein. Any contractors or subcontractors performing work for Town pursuant to this Agreement shall at all times maintain adequate general liability insurance with minimum limits of \$1,000,000.00 for single or multiple claims arising out of the same incident, to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of maintenance or repairs of the potable water distribution improvements within the County right-of-way.

5. Duties of the County.

- a. The Nassau County shall cooperate with the processing of the grant application, as necessary.
- b. Nassau County shall issue all permits for which the Town applies and shall execute such documents necessary so long as the Town complies with the requirements of the County.
- c. Nassau County shall not be required to expend any County funds as a prerequisite for participating in the grant.

6. Matters Unaffected. Nothing contained in this Agreement shall deprive the Town of Callahan or Nassau County of any power for zoning, development control, or other lawful authority which each presently possesses.

7. Duration of the Agreement. This Agreement shall continue indefinitely until terminated by either party as provided herein.

8. Termination. This Agreement may be terminated by either party giving thirty (30) days written notice of its intent to terminate; providing, however, that any easement granted to the Town to effectuate the terms of this Agreement shall survive the Agreement.

9. Notices.

- a. All notices, demands or other writings that are required to be given, made, or sent pursuant to this Agreement, or that 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 Administrator
96135 Nassau Place, Suite 1
Yulee, FL 32097

Town
Town Manager
Town of Callahan
542300 US Highway 1,
Callahan, FL 32011-6493

- b. All notice required, or that may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by regular United States mail, (3) sent by facsimile transmission, or (4) sent by electronic mail.
- c. The effective date of such notices shall be the date personally delivered or if sent by mail, the date of the postmark; or if sent by facsimile transmission, the actual date of transmission; or if sent by electronic mail the actual date of email transmission.
- d. Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

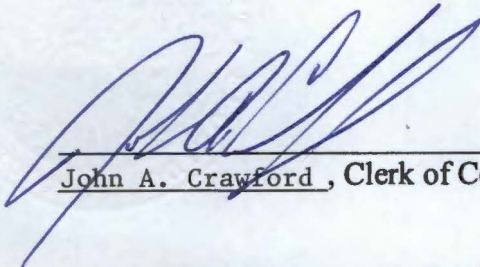
10. Amendments. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality, and of equal dignity herewith.
11. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this interlocal agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.
12. Severability. In the event any provision of this interlocal agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the interlocal agreement which shall remain in full force and effect and enforceable in accordance with its terms.
13. Effective Date. This Agreement shall be effective upon the filing of the fully executed Agreement with the clerk of the circuit court of Nassau County.
14. Miscellaneous. In the event of any litigation related to the construction or enforcement of any provisions of this Agreement: (a) the parties recognize they are obligated to resolve their dispute pursuant to Chapter 164, Florida Statutes; and (b) each party shall bear and be responsible for its own attorney's fees and costs.
15. Affirmation.
 - a. Town of Callahan hereby affirms that, at a duly constituted meeting of the Town Council on the 7th day of March, 2016, it approved the terms of this Agreement and the execution thereof by the Mayor of the Town.
 - b. Nassau County hereby affirms that, at a duly constituted meeting of the Board of County Commissioners on the 28th day of March, 2016, it approved the terms of this Agreement and the execution thereof by the Nassau County Chairman.

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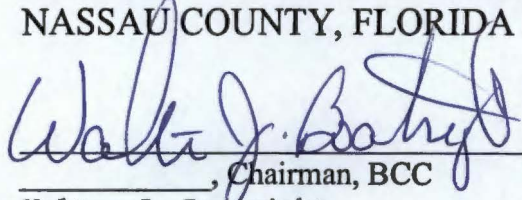
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates beside each signature: Nassau County through its Board of County Commissioners, signing by and through its Chairman, Boatright, authorized to execute same by Board action; and Robert Rau, Mayor of the Town of Callahan, Florida duly authorized to execute same.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

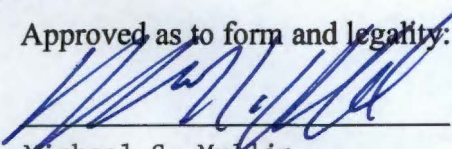


John A. Crawford, Clerk of Court



Walter J. Boatright, Chairman, BCC
Date 3-28-16

Approved as to form and legality:

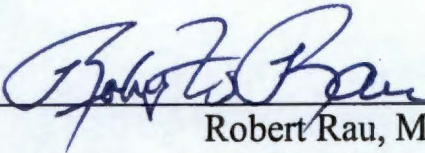


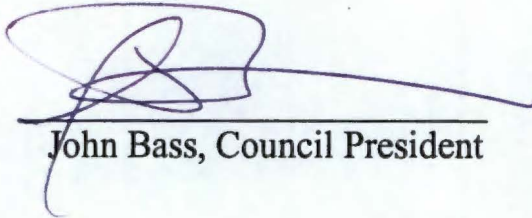
Michael S. Mullin
County Attorney

MBS
03.29.16

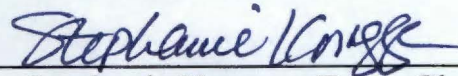
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TOWN OF CALLAHAN


Robert Rau, Mayor


John Bass, Council President

ATTESTED:


Stephanie Knagge, Town Clerk

March 7, 2016
Date

Approved as to form and legality:


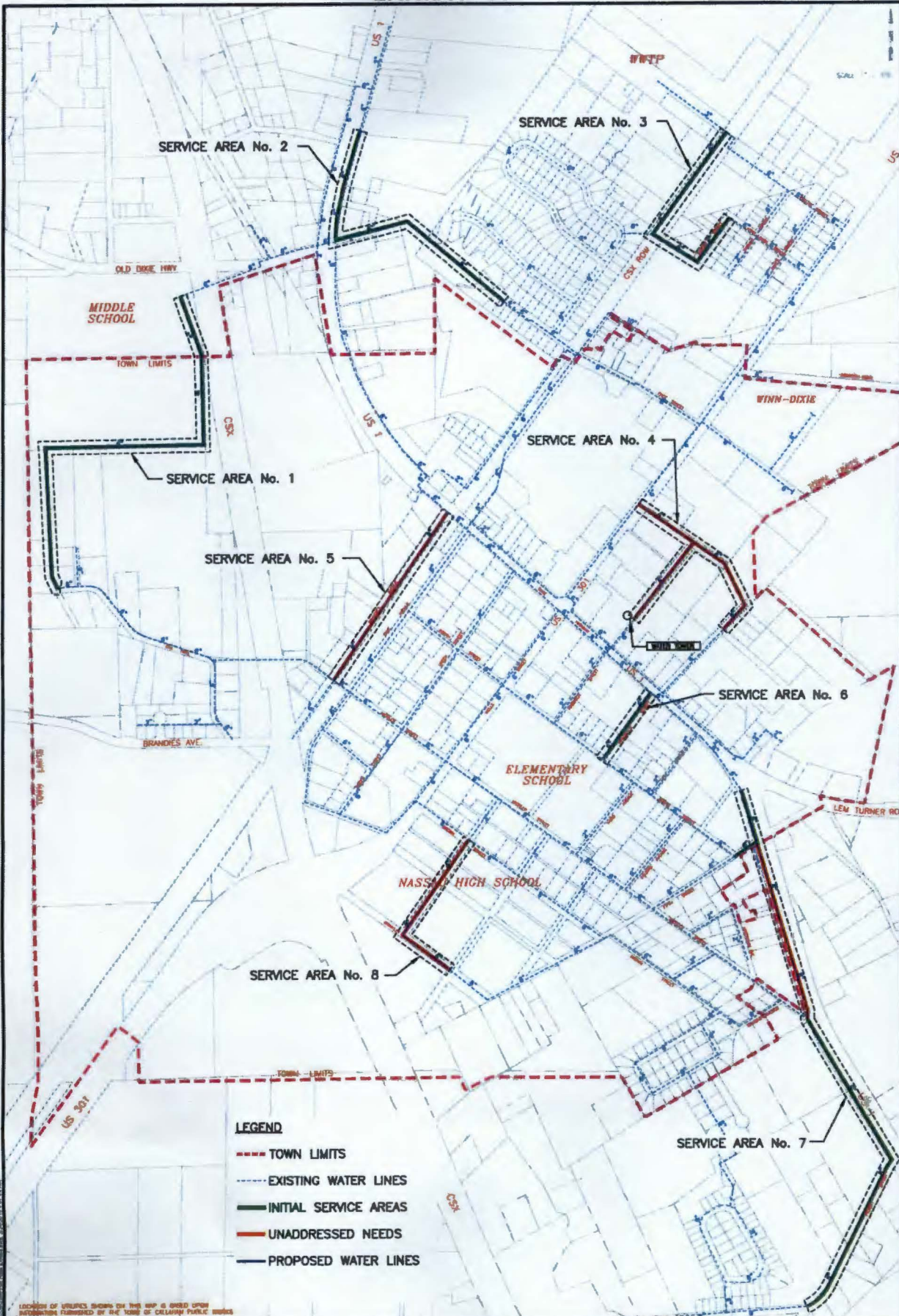

Jeb T. Branham
Town Attorney

EXHIBIT "A"



- LEGEND**
- TOWN LIMITS
 - EXISTING WATER LINES
 - INITIAL SERVICE AREAS
 - UNADDRESSED NEEDS
 - PROPOSED WATER LINES

LOCATIONS OF UTILITIES SHOWN ON THIS MAP IS BASED UPON INFORMATION FURNISHED BY THE TOWN OF CALLAHAN PUBLIC UTILITIES DEPARTMENT.

TOWN OF CALLAHAN
 Master Water Map
 Existing Water Distribution System
 Nassau County, Florida



MITTAUER & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 550-1 WELLS ROAD, ORANGE PARK, FLORIDA 32073
 TEL: (904) 378-0333 FAX: (904) 378-0640 FLORIDA LICENSE EB-6365

NO.	DATE	BY