

Contract No.: CM3965

MUNICIPAL GRANT FUNDING AGREEMENT FOR TOWN OF CALLAHAN
FISCAL YEARS 2024/2025 and 2025/2026

THIS MUNICIPAL GRANT FUNDING AGREEMENT (hereinafter "Agreement") is entered into by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "**COUNTY**", and **TOWN OF CALLAHAN, FLORIDA, 542300 US HWY 1, CALLAHAN, FL 32011**, hereinafter referred to as "**RECIPIENT**".

WHEREAS, the **RECIPIENT** partners with the Northeast Florida Fair for the engineering and installation of water services; and

WHEREAS, the **COUNTY** is desirous of entering into a Funding Agreement with **RECIPIENT**, in order to fund said services and pursuant to the Nassau County Board of County Commissioner's Municipal Grant Funding Policy, as amended.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

SECTION 1. RECITALS.

1.1 The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

SECTION 2. USE OF FUNDS BY RECIPIENT.

2.1 The **RECIPIENT** agrees to provide the following services pursuant to the terms of this Agreement to wit: partner with the Northeast Florida Fair for the engineering and survey costs for the extension of the **RECIPIENT'S** 8-inch water line to the Northeast Florida Fairgrounds (hereinafter "Services").

SECTION 3. FUNDING AMOUNT.

3.1 For the Services outlined in Section 2. of this Agreement, the **COUNTY** shall pay the **RECIPIENT** the sum of one hundred thousand dollars (\$100,000.00) (hereinafter "Funding Amount"), which shall be paid in two installments, fifty thousand dollars (\$50,000.00) prior to September 30, 2025 and fifty thousand dollars (\$50,000.00) prior to December 1, 2025.

3.2 The **RECIPIENT** shall use and allocate the Funding Amount solely for the Services as outlined in Section 2. of this Agreement.

3.3 The **COUNTY's** performance and obligation under this Agreement is contingent upon an annual appropriation by the Nassau County Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

SECTION 4. TERM OF AGREEMENT.

4.1 The term of this Agreement shall commence on September 1, 2025 and terminate on September 30, 2026, unless terminated pursuant to Section 5 hereinbelow.

SECTION 5. TERMINATION.

5.1 If the **RECIPIENT** fails to perform any of its obligations under this Agreement, and if such default remains uncured for more than fifteen (15) days after written notice was provided by the **COUNTY**, then the **COUNTY** may, without prejudice to any right or remedy the **COUNTY** may have, terminate this Agreement and cessation of payment.

5.2 Either party may terminate this Agreement upon thirty (30) days written notice to the other party, subject to completion of all previous and outstanding billings.

SECTION 6. ANNUAL ACCOUNTING BY RECIPIENT.

6.1 The **RECIPIENT** shall submit simultaneously to the County Manager and the Nassau County Clerk of Courts (hereinafter "Clerk") an annual accounting record acceptable to the Clerk on or before May 1st of each fiscal year in which the **RECIPIENT** received funding from the **COUNTY**.

6.2 The **RECIPIENT** shall make its books available for inspection by a designee of the **COUNTY** upon reasonable notice. Failure of the **RECIPIENT** to provide the annual accounting record by the time specified shall result in the revocation of granting of further funds and reimbursement of funds distributed during the year for which no report was submitted.

SECTION 7. INDEPENDENT CONTRACTOR.

7.1 In performing its obligation under this Agreement, the **RECIPIENT** shall be at all times acting in the capacity of an independent contractor and not as an officer, employee or agent of the **COUNTY**.

SECTION 8. FLORIDA PUBLIC RECORDS LAW.

8.1 The **COUNTY** is a public agency subject to Chapter 119, Florida Statutes.

8.2 IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RECIPIENT TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE,

SUITE 6, YULEE, FLORIDA 32097.

8.3 Under this Agreement, to the extent that the **RECIPIENT** is providing Services to the **COUNTY**, and pursuant to Section 119.0701, Florida Statutes, the **RECIPIENT** shall:

- a. Keep and maintain public records required by the **COUNTY** to provide Services.
- b. Upon request from the **COUNTY**'s custodian of public records, provide the **COUNTY** with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the **RECIPIENT** does not transfer the records to the **COUNTY**.
- d. Upon completion of the Agreement, transfer, at no cost, to the **COUNTY** all public records in possession of the **RECIPIENT** or keep and maintain public records required by the **COUNTY** to perform the service. If the **RECIPIENT** transfers all public records to the **COUNTY** upon completion of the Agreement, the **RECIPIENT** shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the **RECIPIENT** keeps and maintains public records upon completion of the Agreement, the **RECIPIENT** shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the **COUNTY**,

upon request from the **COUNTY**'s custodian of public records, in a format that is compatible with the information technology systems of the **COUNTY**.

8.4 A request to inspect or copy public records relating to the **COUNTY**'s Agreement shall be made directly to the **COUNTY**. If the **COUNTY** does not possess the requested records, the **COUNTY** shall immediately notify the **RECIPIENT** of the request, and the **RECIPIENT** shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

8.5 If the **RECIPIENT** does not comply with the **COUNTY**'s request for records, the **COUNTY** shall enforce the Agreement provisions in accordance with the Agreement.

8.6 If the **RECIPIENT** fails to provide the public records to the **COUNTY** within a reasonable time, the **RECIPIENT** may be subject to penalties under Section 119.10, Florida Statutes.

8.7 If a civil action is filed against the **RECIPIENT** to compel production of public records relating to the Agreement, the Court shall assess and award against the **RECIPIENT** the reasonable costs of enforcement, including reasonable attorney fees if:

- (a) The Court determines that the **RECIPIENT** unlawfully refused to comply with the public records request within a reasonable time; and
- (b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the **RECIPIENT** has not complied with the request, to the **COUNTY** and to the **RECIPIENT**.

8.8 A notice complies with this Section, if it is sent to the **COUNTY**'s custodian of

public records and to the **RECIPIENT** at the **RECIPIENT** address listed on its Agreement with the **COUNTY** or to the **RECIPIENT** registered agent. Such notices shall be sent to the address listed above for each party.

8.9 If the **RECIPIENT** complies with a public records request within eight (8) business days after the notice is sent, the **RECIPIENT** is not liable for the reasonable costs of enforcement.

SECTION 9. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT.

9.1 All facilities, programs and services shall be compliant with the Florida Accessibility Code and the Federal Americans with Disabilities Act (ADA). Failure to provide facilities, programs, and services that are compliant with both the Florida Accessibility Code and the Federal Americans with Disabilities Act (ADA) shall be considered a breach of the Agreement and may result in termination of this Agreement.

SECTION 10. GOVERNING LAW, VENUE AND COMPLIANCE WITH LAWS AND COUNTY MUNICIPAL GRANT FUNDING POLICY.

10.1 This Agreement shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Agreement shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

10.2 The **RECIPIENT** shall comply with any applicable regulatory requirements including federal, state, and local laws, rules, regulations codes, orders, criteria and

standards and the Nassau County Board of County Commissioner's Municipal Grant Funding Policy, as amended.

SECTION 11. INDEMNIFICATION.

11.1 The **COUNTY** will not be responsible and does not assume any liability for the acts, omissions to act, or negligence of the **RECIPIENT**, its agents, servants, or employees in the performance of this Agreement. Subject to the limits set forth in Section 768.28, Florida Statutes, the **RECIPIENT** shall indemnify and hold harmless the **COUNTY** and its officers and employees from any and all damages, losses, liabilities, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the **RECIPIENT** and other persons employed or utilized by the **RECIPIENT** in the performance of this Agreement.

SECTION 12. NOTICES.

12.1 All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Agreement shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

NASSAU COUNTY:

Attn: Marshall Eyerman, Assistant County Manager

96135 Nassau Place

Yulee, Florida 32097

RECIPIENT:

Attn: Mike Williams, Town Manager/Public Works Director

542300 US Hwy 1

Callahan, FL 32011

SECTION 13. ADVERTISING.

13.1 The **RECIPIENT** shall not publicly disseminate any information concerning this Agreement without prior written approval from the **COUNTY**, including but not limited to, mentioning the Agreement in a press release or other promotional material, identifying the **COUNTY** as a reference, or otherwise linking the **RECIPIENT's** name and either description of this Agreement or the name of the **COUNTY** in any material published, either in print or electronically, to any entity that is not a party this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representative.

SECTION 14. AMENDMENTS.

14.1 This Agreement may be amended only in writing by mutual consent of the parties.

SECTION 15. NO ASSIGNMENT.

15.1 The **RECIPIENT** shall not assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the **COUNTY**.

SECTION 16. ENTIRE AGREEMENT, EXECUTION, SEVERABILITY AND NO WAIVER.

16.1 This Agreement, together with any attachments, constitutes the entire agreement

between the **COUNTY** and the **RECIPIENT** and supersedes all prior written or oral understandings.

16.2 This Agreement may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

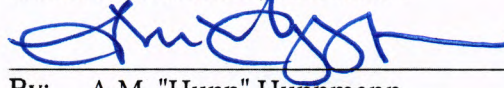
16.3 In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

16.4 No release or waiver of any provision of this Agreement shall be enforceable against or binding upon a party unless in writing and executed by the releasing or waiving party. The failure of any party to insist upon specific performance of any of the agreements, terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any rights or remedies that either party may have, or a waiver of any subsequent courses of actions or claims based upon breach or default of any of such agreements, terms, covenants, and conditions.

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IN WITNESS WHEREOF, the effective date of this Agreement shall be the date of its being signed by the the Board of County Commissioners of Nassau County, Florida, this 8th day of September, 2025.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

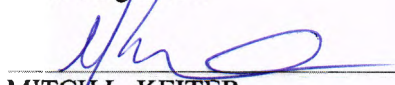


By: A.M. "Hupp" Huppmann

Its: Chairman

Date: 9/8/2025

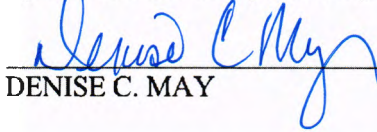
Attest as to authenticity of the
Chair's signature:



MITCH L. KEITER

Its: Ex-Officio Clerk

Approved as to form and legality
By the Nassau County Attorney



DENISE C. MAY

TOWN OF CALLHAN, FLORIDA

By: 

Name: John R. Knagge

Its: Mayor

Date: 8-21-2025