

AGREEMENT

This Agreement made and entered into this 1st day of October, 2004, by and between the Town of Callahan, a municipal corporation of the State of Florida, hereinafter referred to as the "Town", and Nassau County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County".

WHEREAS, it is determined that it is in the best interest of mutual benefit to the citizens of the Town of Callahan and equally to the citizens of the surrounding areas considered as Nassau County to enter into this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter set forth, and other good and valuable considerations, the Town and the County do hereby agree to the following:

1. PURPOSE AND SCOPE: This Agreement provides, through the cooperation of the Town and the County, for efficient and equitable emergency medical services for the Town of Callahan and surrounding areas.

2. TERM AND EFFECTIVE DATE: The term of this Agreement shall be October 1, 2004 through September 30, ~~2006~~ 2005 *Chick F.V. gaw*

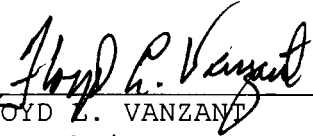
3. LOCATION/HOUSING OF EMS VEHICLE AND ALS ENGINE: It is agreed by both parties that sufficient space will be allocated for the housing of the EMS vehicle and ALS engine and said space shall be in a protected bay area of the fire station. It is further agreed that space will be allocated for daily living of the personnel assigned to the EMS vehicle and ALS engine. Adequate storage space shall also be provided.

4. COMPENSATION AND PAYMENT: The County shall pay to the Town the sum of Four Hundred Dollars (\$400.00) per month due, in advance on the first day of each month for housing of the EMS vehicle and ALS engine.

5. INDEMNIFY: The County and the Town do not assume any liability for the acts, omissions, and negligence of the other. The County is responsible for any damage that occurs to the space occupied by the County if said damage is attributable to any act, omission, or negligence of County personnel.

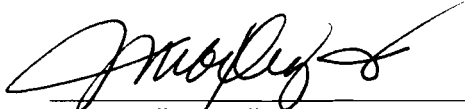
6. TERMINATION: either party may terminate this Agreement by delivering written notice to the other party ninety (90) days prior to the date of termination. Termination shall take effect on the date specified in the written notice.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



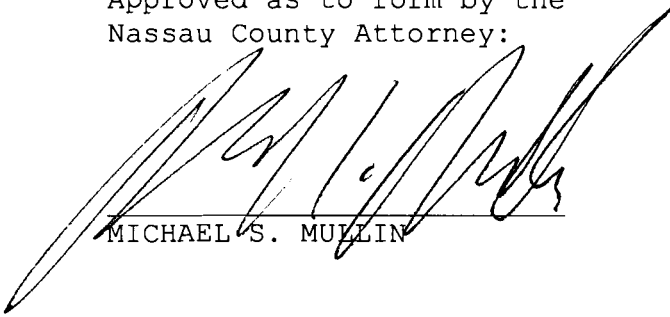
FLOYD L. VANZANT
Its: Chairman

ATTEST:



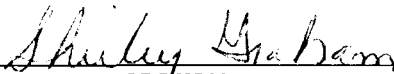
J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:



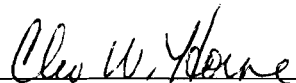
MICHAEL S. MULLIN

TOWN OF CALLAHAN



SHIRLEY GRAHAM
Its: Mayor

ATTEST:



CLEO W. HORNE
Its: Town Clerk

Approved as to form:



JEB BRANHAM
Town Attorney



Town of Callahan

Post Office Box 5016 • Callahan, Florida 32011

Chartered 1911

October 21, 2004

Mr. Mike Mahaney
PO Box 110
Fernandina Beach FL 32035-1010

Re: Agreement for Emergency Services

Dear Mr. Mahaney:

The Town Council voted on Sept. 7, 2004 to extend the contract with the County for fire services for a period of one year. The possibility of additional expenses relating to the use of the fire station was the reason for this vote. As long as the monthly compensation paid to the town covers expenses the contract should remain the same.

If there are any other questions feel free to call.

Sincerely,

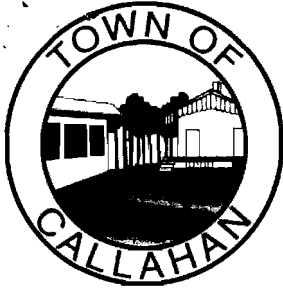
Shirley Graham
Shirley Graham, Mayor
Town of Callahan

RECEIVED
COUNTY COORDINATORS
OFFICE
04 OCT 21 PM 3:36

APPROVED

DATE 11/8/04
CA

Telephone: 904-879-3801 • Fax: 904-879-6151 • E-Mail: townofcallahan@ilnk.com



Town of Callahan

Post Office Box 5016 • Callahan, Florida 32011

Chartered 1911

received
9-24-04

Joyce Bradley
Clerk's Office
76347 Veterans Way
Yulee, FL 32097

Dear Ms. Bradley,

The Town Council of the town of Callahan would like the terms of the agreement for the housing of the ALS engine and the EMS at Callahan Fire Station to be changed to read from October 1, 2004 through September 30, 2005.

As the agreement currently reads, it is for two years, ending on September 30, 2006. Since expenses are going up on the upkeep of the station and the utilities, the council felt like the best thing to do was have the agreement for one year at a time in the event anything might have to be negotiated in the future.

I have crossed out the year 2006 and replaced it with 2005 and initialed it with the clerk's initials.

Please send us a signed original copy of the contract as stated in your letter of September 1, 2004

Thank you,

Cleo W. Horne
Cleo W. Horne



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P. O. Box 1010
Fernandina Beach, Florida 32035-1010

Nick Deonas
Ansley Acree
Vickie Samus
Floyd L. Vanzant
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

November 15, 2004

J. M. "Chip" OXLEY, JR.
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

Ms. Cleo W. Horne
Clerk of the Town of Callahan
Post Office Box 5015
Callahan, FL 32011

RE: Agreement for Fire and Emergency Services

Dear Ms. Horne:

During a regular session of the Nassau County Board of County Commissioners held November 8, 2004, the Board approved and authorized the Chairman to sign the referenced agreement. The contract has been revised and initialed to reflect a one year period, as requested by Town officials. I have enclosed an original executed Agreement, to be initialed to reflect the one year period, for your files.

If I can be of any further service to you, please let me know.

Sincerely,

J.M. "Chip" Oxley, Jr.
Ex-Officio Clerk

Enclosure