

AGREEMENT

This Agreement made and entered into this 1st day of October, 2006, 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, 2006 through September 30, 2008.

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 One Thousand Dollars (\$1,000.00) per month due, in advance on the first day of each month for housing of the EMS vehicle and ALS engine. Notwithstanding the term and effective date of the Agreement, the parties agree that the County is entitled to a credit in the amount of \$6,168.50 in settlement of a disputed matter related to another contract of the Parties.

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.

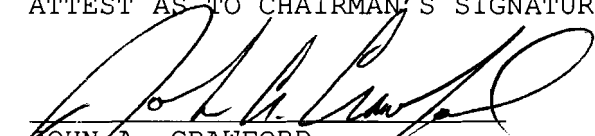
6. **TERMINATION:** either party may terminate this Agreement by delivering written notice to the other party ninety (90) days

prior to the date of termination. Termination shall take effect on the date specified in the written notice.

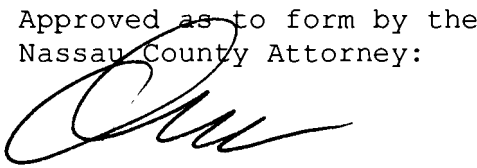
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


JIM B. HIGGINBOTHAM
Its: Chairman

ATTEST AS TO CHAIRMAN'S SIGNATURE:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk


Approved as to form by the
Nassau County Attorney:


DAVID A. HALLMAN

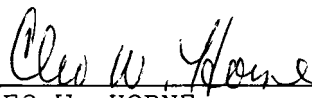
REVIEWED BY SUNE INAGA
CHIEF DEPUTY CLERK FOR ACCOUNTABILITY

 11/31/08

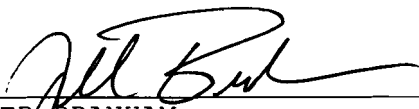
TOWN OF CALLAHAN


SHIRLEY GRAHAM
Its: Mayor

ATTEST:


CLEO W. HORNE
Its: Town Clerk

Approved as to form:


JEB BRANHAM
Town Attorney