AGREEMENT

This Agreement made and entered into effective this 1st day October, 2019, 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, 2019 through September 30, 2020. This Agreement shall automatically renew for one-year terms unless it is terminated in accordance with Section 7.

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 on the second floor of the premises. Adequate storage space shall also be provided. The entire second floor will be allocated for the County.

4. **MAINTENANCE & UPKEEP.** The County shall pay for all Maintenance and upkeep of the living areas and storage areas it is allocated. The Town's remains responsible for the maintenance and upkeep of the building envelope and the HVAC system. The County must diligently perform or pay for all other maintenance and upkeep. 5. **COMPENSATION AND PAYMENT:** The County shall pay to the Town the sum of One Thousand, Eight Hundred Dollars (\$1,800.00) per month due, in advance on the first day of each month for housing of the EMS vehicle and ALS engine.

6. **INDEMNITY**: 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 fire station if said damage is attributable to any act, omission, or negligence of County personnel.

7. **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 By: Justin M. Its: Chairman

ATTEST OHN A. CRAWFORD

Approved as to form by the Nassay County Attorney: /

MUI

Its: Ex-Officio Clerk

TOWN OF CALLAHAN

MARTIN FONTES Its: Mayor

ATTEST:

MICHAEL S.

STEPHANIE KNAGGE Town Clerk

Approved as to form by the Town Attorney

Jeb Branham