

CS-22-174

**BOCC CONTRACT APPROVAL FORM**  
(Request for Contract Preparation)

<b>CONTRACT TRACKING NO.</b>  CM3364
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**GENERAL INFORMATION**

Requesting Department: Fire Rescue

Contact Person: Brady Rigdon

Telephone: (904) 530-6600 Fax: (904) 321-5748 Email: brigdon@nassaucountyfl.com

**CONTRACTOR INFORMATION**

Name: Town of Callahan

Address: P.O. Box 5016, Callahan, FL 32011

City State Zip

Contractor's Administrator Name: Shawna Gugliuzza Title: Callahan Town Clerk

Telephone: (904) 879-3801 Fax: ( ) Email: clerk@townofcallahan-fl.gov

**IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)**

Authorized Signatory Name: /s/Randy Knagge Mayor

Authorized Signatory Email: \_\_\_\_\_

**CONTRACT INFORMATION**

Contract Name: Town of Callahan Agreement for EMS Services and Vehicle Storage

Description: Agreement for emergency medical services and emergency vehicle storage  
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC

Total Amount of Contract: ~~\$26,400.00~~ \$52,800.00 (\$26,400.00/annually)  
APPROXIMATE IF NECESSARY

Source of Funds:  County  State  Federal  Other \_\_\_\_\_ Account: 01261526-544008

Authorized Signatory: Klynt A. Farmer, Chairman

**IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC**

Contract Dates: From: ~~Execution~~ 10/1/22 to: 9/30/24 Termination/Cancellation: \_\_\_\_\_

Status:  New  Renew  Amend#  WA/Task Order  Supplemental Agreement

How Procured:  Exemption  Sole Source  Single Source  ITB  RFP  RFQ  Coop  
 Piggyback  Quotes  Other \_\_\_\_\_

**If Processing an Amendment:**

Contract #: \_\_\_\_\_ Increased Amount to Existing Contract: \_\_\_\_\_

New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ Total or Amended Amount: \_\_\_\_\_

*Continued on next page*

<b>CHECKLIST</b>		
<i>Review/Complete before sending contract for final signature</i>		
<b>Requirement</b>	<b>Description</b>	<b>Complete By</b>
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and staff members who have obligations under this contract.	
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	
Competition/Conflicts and Existing Contracts/Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	
Term of Contract	Start and end dates of contract are included. Any renewals are included.	
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	
Insurance	Risk manager has or will approve insurance clauses. Levels confirmed in requirements	
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	

**APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY**

1. *[Signature]* 3/22/2023  
Department Head/Contract Manager Date
2. *[Signature]* 3/24/2023  
Procurement Date
3. *Chris Lacambra* 3/22/2023 *TL* 3/22/2023  
Office of Mgmt & Budget Date
4. *Denise C. May* 3/24/2023 *DJ* 3/24/2023  
County Attorney Date

**COUNTY MANAGER – FINAL SIGNATURE APPROVAL**

5. *Taco E. Popey AICP* 3/24/2023  
County Manager Date

### FIRE STATION / VEHICLE STORAGE AGREEMENT

**THIS AGREEMENT** (the "Agreement") is made and entered into this 10<sup>th</sup> day of April 2023, 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**, the Town owns a fire station located at 542300 US Highway One, Callahan, FL 32011 ("Fire Station");

**WHEREAS**, the County currently has an operational need for protected bay area space to house an Emergency Medical Services ("EMS") vehicle and an Advanced Life Support ("ALS") engine;

**WHEREAS**, the County also has a need for storage space and for daily living space for personnel assigned to the above emergency vehicles.

**WHEREAS**, the Town is able to provide at the Fire Station the bay area space, storage space, and daily living space that the County requires;

**WHEREAS**, the County is willing to pay the Town on a regular basis for such space; and

**WHEREAS**, it is in the best interest and to the mutual benefit of both the citizens of the Town and the citizens of the surrounding County areas 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 initial term of this Agreement shall be October 1, 2022, through September 30, 2024. This Agreement shall automatically renew every five (5) years unless it is terminated in accordance with Section 7.
3. **SPACE TO BE PROVIDED.** During the term of this Agreement, the Town will make available to the County, at the Fire Station, (a) two protected bay areas for the housing of an EMS vehicle and an ALS engine, and the back portion of bay one for workout equipment and gear storage. (b) daily living space on the second floor of the Fire Station for the use of County personnel assigned to the County's emergency vehicle. The County additionally may utilize the 1<sup>st</sup>, floor common area for any training/ or fire department functions. (Common area to include the restrooms, laundry, and kitchen area and decontamination room), providing Town is notified as much in advance as possible but not less than 48 hrs., to accommodate other uses. When the 1<sup>st</sup> floor area is utilized, County will be responsible for maintaining/cleaning. In the event another bay becomes available Town will give first right to County.
4. **MAINTENANCE & UPKEEP.** Except as provided in paragraph 6 of this Agreement, the Town is responsible for the maintenance and upkeep of the Fire Station's building envelope and the HVAC system. At its own expense, the County shall promptly and diligently maintain and keep up the two

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bay areas, the daily living space, and storage space provided pursuant to this Agreement. The payment described in Section 5 shall not include these costs, which shall be separate and borne by the County alone.

5. **COMPENSATION AND PAYMENT.** In return for the space provided pursuant to this Agreement, the County shall pay to the Town the sum of TWO THOUSAND TWO HUNDRED DOLLARS (\$2,200) per month. The County shall pay the Town this amount in advance of the first day of each month that this Agreement is in effect.

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, by certified mail, return receipt requested, at least ninety (90) days prior to the date of termination. Termination shall take effect on the date specified in the written notice.

Notice to the Town shall be provided to:

Callahan Town Clerk, Shawna Gugliuzza via mail to:

PO Box 5016

Callahan, Fl. 32011

Or e-mail: [clerk@townofcallahan-fl.gov](mailto:clerk@townofcallahan-fl.gov)

Notice to the County shall be provided to:

Fire Chief, Brady Rigdon via mail to:

96160 Nassau Place

Yulee, Florida 32097

Or email: [brigdon@nassaucountyfl.com](mailto:brigdon@nassaucountyfl.com)

8. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and by all Parties.

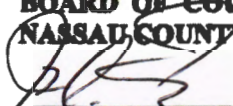
9. **ENTIRE UNDERSTANDING.** This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof.

*REST OF THIS PAGE IS INTENTIONALLY BLANK*

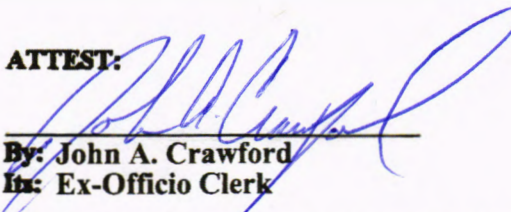
*SIGNATURES ON THE FOLLOWING PAGE*

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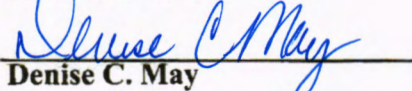
**BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA**

  
By: Klynt Farmer  
Its: Chairman

**ATTEST:**

  
By: John A. Crawford  
Its: Ex-Officio Clerk

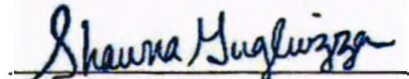
**APPROVED AS TO FORM BY THE NASSAU  
COUNTY ATTORNEY:**

  
Denise C. May

**TOWN OF CALLAHAN**

  
Randy Knagge  
Mayor

**ATTEST:**

  
Shawna Gugliuzza  
Town Clerk





**RE: RLS2023-852 - FW: Town of Callahan Agreement**

Brady Rigdon <brigdon@nassaucountyfl.com>

Fri 3/17/2023 3:45 PM

To: Marshall Eyerman <meyerman@nassaucountyfl.com>

Cc: Taco Pope <tpope@nassaucountyfl.com>; Constance Holmes <cholmes@nassaucountyfl.com>

Yes sir. We'll get it started.

Thank you,

Brady Rigdon, MPA  
Fire Chief  
Nassau County Fire Rescue  
96160 Nassau Place  
Yulee, Florida 32097  
904-530-6600

**From:** Marshall Eyerman <meyerman@nassaucountyfl.com>

**Sent:** Friday, March 17, 2023 3:01 PM

**To:** Brady Rigdon <brigdon@nassaucountyfl.com>

**Cc:** Taco Pope <tpope@nassaucountyfl.com>

**Subject:** FW: RLS2023-852 - FW: Town of Callahan Agreement

Chief,

Please proceed with the staff report to approve the agreement with Callahan, based on the version they already signed. Thanks.

**Marshall Eyerman | Assistant County Manager**

Nassau County, FL | Board of County Commissioners

96135 Nassau Place | Yulee, FL 32097

P: (904) 530-6010 E: [meyerman@nassaucountyfl.com](mailto:meyerman@nassaucountyfl.com)

**From:** Marshall Eyerman

**Sent:** Friday, March 17, 2023 1:57 PM

**To:** Abigail Jorandby <[AJorandby@nassaucountyfl.com](mailto:AJorandby@nassaucountyfl.com)>

**Subject:** FW: RLS2023-852 - FW: Town of Callahan Agreement

Abby,

I reached out to the Town and they provided the attached insurance for the building. Parcel Id 29-2N-25-0000-0015-0010 is occupied by both the Town of Callahan (542300 US Hwy 1) and the fire department (542310 US Hwy 1). Do you want to proceed with the signed agreement and then do any amendments separately, as needed?





**Station 50**  
**Callahan**  
**542310 US Hwy 1**  
**Callahan, Florida 32011**

Home to Engine 50 and Rescue 50;  
Lease agreement with the Town of  
Callahan

Phone: (904) 530-6650

**Marshall Eyerman | Assistant County Manager**

Nassau County, FL | Board of County Commissioners  
96135 Nassau Place | Yulee, FL 32097  
P: (904) 530-6010 E: [meyerman@nassaucountyfl.com](mailto:meyerman@nassaucountyfl.com)

**From:** Abigail Jorandby <[ajorandby@nassaucountyfl.com](mailto:ajorandby@nassaucountyfl.com)>  
**Sent:** Thursday, February 23, 2023 5:41 PM  
**To:** Marshall Eyerman <[meyerman@nassaucountyfl.com](mailto:meyerman@nassaucountyfl.com)>  
**Cc:** Amber Carter <[acarter@nassaucountyfl.com](mailto:acarter@nassaucountyfl.com)>  
**Subject:** FW: RLS2023-852 - FW: Town of Callahan Agreement

Marshall,

Chief just emailed me about this one.