AGREEMENT

This Agreement made and entered into this 1st day of October, 2000, 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, 2000 through September 30, 2002.
- 3. LOCATION/HOUSING OF EMS VEHICLE: It is agreed by both parties that sufficient space will be allocated for the housing of the EMS vehicle 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. Adequate storage space shall also be provided.
- 4. COMPENSATION AND PAYMENT: The County shall pay to the Town the sum of three hundred dollars (\$300.00) per month due, in advance, on the first day of each month for housing of the EMS vehicle. At such time as the ALS engine is housed at the Callahan Fire Station the rent each month shall increase by one hundred dollars (\$100.00) to a total of Four Hundred Dollars (\$400.00) due, in advance, by the first day of each month.

- 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.

ATTEST:

BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA

J. M. "CHIP" OXLEY, JR.

Its: Ex-Officio Clerk

NICK D. DEONAS

Its: Chairman

Approved as to form by the

Nassau County Attorney:

MICHAEL'S. MULLIN

TOWN OF CALLAHAN

DAVID R. YDANNY" JOHNSON

Its: Mayor

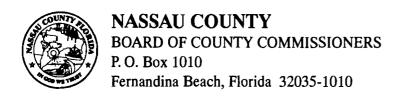
APPROVED AS TO FORM:

DANIEL S. BRIM, Attorney for

the Town of Callahan

DATE 11/20) OCC

AFFROVED



Nick Deonas David C. Howard Pete Cooper 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 6, 2000

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

> MICHAEL S. MULLIN **County Attorney**

WALTER D. GOSSETT County Coordinator

Ms. Cleo Horne Town Clerk Town of Callahan Post Office Box 5016 Callahan, FL 32011

Dear Ms. Horne:

Enclosed please find the agreement between Nassau County Board of County Commissioners and the Town of Callahan for the housing of the EMS vehicle and personnel assigned to the EMS vehicle.

Please place the agreement before the Town Council at their next meeting for their approval and execution and return the original document to my office in the enclosed envelope.

Upon receipt I will place same before the Board of County Commissioners for approval and execution and return a certified copy to you for your files.

Thank you for your assistance in this matter.

Sincerely yours,

J. M. "Chip" Oxley, Jr.

Ex-Officio Clerk

JMO:jb

Enclosure

same on lastyen. BB