

**AGREEMENT
BETWEEN
LAKE EMERGENCY MEDICAL SERVICES, INC.
AND
CITY OF LEESBURG
RELATING TO FIRE STATION 63**

This is an Agreement between Lake Emergency Medical Services, Inc., a not-for-profit governmental corporation, herein referred to as “EMS” and the City of Leesburg, a municipal corporation, herein referred to as “City”.

WHEREAS, City owns a fire station located at **9400 Veterans Road**, Leesburg, herein referred to as “**Fire Station 63**”; and

WHEREAS, EMS is in need of living space and vehicle space in the area of **Fire Station 63** for a paramedic transport unit; and

WHEREAS, City is agreeable to providing EMS living space and vehicle space at **Fire Station 63** pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual terms, understandings, conditions, promises, covenants and payments hereinafter set forth, and intending to be legally bound, the parties agree as follows:

Section 1. Recitals. The above recitals are true and correct and incorporated herein.

Section 2. General Terms and Conditions. City shall allow EMS to utilize a portion of **Fire Station 63** as an ambulance station and living quarters for EMS personnel. City and EMS agree to cooperate with each other and establish procedures for the operation and security of the facility in order to safeguard the property and persons of both agencies.

Section 3. Term and Termination. This Agreement shall take effect upon execution and shall remain in effect until terminated by either party as provided herein. Either party to this Agreement shall have the right to terminate by giving ninety (90) days advance written notice to the other party. Upon termination, EMS shall vacate **Fire Station 63**.

Section 4. Modification. No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.

Section 5. Entire Agreement. This document is intended by the parties to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this Agreement, notwithstanding any representations, statements or agreements to the contrary heretofore made.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement through their respective boards on the day and year undersigned.

EMS

LAKE EMERGENCY MEDICAL SERVICES, INC.

ATTEST:

James A. Judge, II, Executive Director

Welton G. Cadwell, Chairman

This ____ day of _____, 2011.

ATTEST:

CITY OF LEESBURG

City Clerk

By: _____
_____, Mayor

This ____ day of _____, 2011.

Approved as to Form and
Legality:

City Attorney