

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

**POST OFFICE BOX 1529
LAKE CITY, FLORIDA 32056-1529**

COLUMBIA COUNTY SCHOOL BOARD ADMINISTRATIVE COMPLEX

**372 WEST DUVAL STREET
LAKE CITY, FLORIDA 32055**

Additions/Deletions

September 15, 2016

5:30 P.M.

Additions

- (1) **Approve Lease Agreement with Century Ambulance Company for use of County Facilities**

The above item is an addition to the regular agenda due to the fact that we received approval of the agreement from Century after the regular agenda was posted. Century has requested that they be allowed to occupy the buildings October 1, 2016. The term of the lease begins before the next October 6, 2016 Board Meeting. (Pg. 1)

- (2) **Requesting approval for professional services agreement between the Institute of Government and Board of County Commissioners**

The above item is an addition to the regular agenda due to the fact that the Economic Development Department was awaiting the Institute of Government's approval to changes recommended by the County Attorney. The next Board meeting is scheduled subsequent to the beginning of the agreement. (Pg. 7)



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COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 09/09/2016 Meeting Date: September 15, 2016

Name: Scott Ward Department: Bcc Administration

Division Manager's Signature: 

1. Nature and purpose of agenda item:

Approve Lease Agreement with Century Ambulance Company for use of County Facilities

The above item is an addition to the regular agenda due to the fact that we received approval of the agreement from Century after the regular agenda was posted. Century has requested that they be allowed to occupy the buildings October 1, 2016. The term of the lease begins before the next October 6, 2016 Board Meeting.

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

Is this a budgeted item? N/A
 Yes Account No. _____
 No Please list the proposed budget amendment to fund this request

Budget Amendment Number: _____ Fund: _____

FROM: _____ TO: _____ AMOUNT: _____

For Use of County Manger Only:

Consent Item Discussion Item

COMMERCIAL BUILDING LEASE AGREEMENT

THIS LEASE is made between **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, (herein “Lessor” or “County”), and **CENTURY AMBULANCE SERVICE**, whose mailing address is 2110 Herschel Street, Jacksonville, Florida 32204 (herein “Lessee”). Lessee hereby offers to lease from Lessor several premises situated in Columbia County, Florida, described as those portions of the County EMS and Fire unit buildings currently being occupied for EMS purposes, but excluding those areas occupied by the County for its Fire Department purposes, and located at 508 SW State Road 247, Lake City, Florida (herein “Fairgrounds”), 332 SW Wingate Street, Lake City, Florida, (herein “Columbia City”), 495 SW Dortch Street, Fort White, Florida (“Fort White”) (collectively, the “Premises”) upon the following terms and conditions.

RECITALS

WHEREAS, the Lessor and Lessee entered into an Agreement for Ambulance and Emergency and Non-Emergency Medical Services (the “Agreement”), and that Agreement provides for the Lessor to provide leased space in furtherance of that Agreement; and

WHEREAS, Lessor has determined that this Lease Agreement is in the best interest of the residents and citizens of Columbia County, Florida, in furtherance of the Lessor’s goal to provide the most efficient and cost-effective provision of ambulance and emergency and non-emergency medical services for Columbia County.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable considerations, the adequacy and sufficiency of which is hereby acknowledged by both parties by the execution hereof, Lessor and Lessee agree as follows.

1. **Term and Rent**: Lessor demises the Premises for a term of one (1) year commencing October 1, 2016, and terminating September 30, 2017, or sooner as provided herein, with the first monthly rent payable by Lessee to Lessor on or before October 1, 2016 and each month thereafter for the duration of each tenancy, at the rental rate fixed as follows:

Fairgrounds	\$1,900.00
Columbia City	491.00
Fort White	204.00
Total Monthly Rent	2,595.00

2. **Use:** Lessee shall use and occupy the Premises for operating emergency medical services for Columbia County, Florida in furtherance of the Agreement. Lessor represents that the Premises may lawfully be used for such purposes.

3. **Alterations:** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements in, to or about any of the Premises. The consent of the Lessor to Lessee's request shall not be unreasonably withheld by the Lessor.

4. **Ordinances and Statutes:** Lessee shall comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

5. **Repairs:** Except when caused by Lessee's negligence or misuse of the premises by Lessee or its employees, agents, or invitees, Lessor shall maintain and repair the roof, external walls, HVAC, plumbing and electrical. All other repairs and maintenance shall be the responsibility of Lessee. Lessee shall also be responsible for its own janitorial, garbage, and operational expenses of the building.

6. **Assignment and Subletting:** Lessee shall not assign this Lease or sublet any portion of the Premises without prior written consent of the Lessor. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this Lease.

7. **Entry and Inspection:** Lessee shall permit Lessor or Lessor's agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purposes of inspecting the same.

8. **Insurance and Indemnity:** Lessee, at its expense, shall maintain public liability insurance, including bodily injury and property damage, insuring Lessee and Lessor as provided in Section IV.E. of the Agreement. Lessee shall keep and hold Lessor harmless from any liability for loss or damage to person or property occurring in any cause or causes in or connected with or about the premises or arising out of Lessee's occupancy of said premises, or any failure by Lessee to maintain any portion of the premises which it is obligated to maintain under this Agreement. Lessee shall at all times defend, indemnify and hold Lessor harmless against any and all claims, actions, suits, from and against any and all liability, loss, damage, costs, charge, attorney's fees and other expenses.

9. **Destruction of Premises**: In the event the Premises or any one of them are completely or partially destroyed, either party may terminate this Agreement as to the effected premises only, effective as of the date of such loss.

10. **Security Deposit**: Lessee shall not be required to make a security deposit.

11. **Utilities and Taxes**: All utilities and taxes assessed against the Premises or any one of them, non-ad valorem assessments and rental sales tax, if any, shall be paid by Lessee.

12. **Attorney's Fees**: In case suit should be brought for recovery of the Premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the Premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fees.

13. **Waiver**: No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

14. **Notices**: Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the Premises or any one of them, or Lessor at the address specified above, or at such other places as may be designated by the parties from time to time.

15. **Heirs, Assigns, Successors**: This Lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

16. **Renewal**: This Agreement may be renewed or extended only upon mutual written agreement of the parties.

17. **Venue and Choice of Law**: This Lease shall be governed by the laws of the State of Florida and venue for any dispute arising out of hereof shall be Columbia County, Florida.

18. **Termination**: This Lease may be terminated as to all Premises or any one of them upon sixty (60) days written notice from the Lessor to the Lessee, in the event the Agreement is terminated, or upon Lessee's default of this Agreement.

19. **Representations and Warranties of Lessee**: Lessee hereby represents and warrants to Lessor as follows:

a. Lessee is duly organized, validly existing, and in good standing

under the laws of the State of Florida;

b. Execution of this Lease Agreement and documents contemplated hereunder, and performance hereof by Lessee of its obligations hereunder, has been duly authorized by Lessee's charter, operating agreement, or other necessary authority.

c. Upon execution of this Lease Agreement, this agreement will be a valid and binding obligation of Lessee in accordance with its terms, and the consummation of the transactions contemplated hereby, and the performance of Lessee in accordance with the terms hereof will not result in any breach of or constitute a default under the charter, operating agreement or other agreement or instrument or obligation to which Lessee is a party by which Lessee may be bound or affected.

20. **Survival of Representations and Warranties**: All representations, warranties, and indemnities, and the covenants and agreements to be performed subsequent to the execution hereof by Lessor and/or Lessee, respectively, contained in this Agreement, or in any document delivered in contemplation hereof shall survive the execution of this Agreement and the termination contemplated hereunder.

21. **Entire Agreement**: The foregoing constitutes the Agreement between the parties and may be modified only by a writing signed by both parties. The following exhibits, if any, have been made a part of this Lease before the parties' execution hereof. Attached hereto is the address and legal description for the premises.

SIGNED this _____ day of _____, 2016.

LESSOR:

LESSEE:

COLUMBIA COUNTY, FLORIDA

**CENTURY AMBULANCE
SERVICE**

By: _____

By:

Bucky Nash, Chair

Print: _____

Title: _____

ATTEST: _____

P. DeWitt Cason, Clerk of Court

(SEAL)



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COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM

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Today's Date: 09/07/2016

Meeting Date: September 15, 2016

Name: Glenn Hunter

Department: Economic Development Department

Division Manager's Signature:

[Handwritten signature]

1. Nature and purpose of agenda item:

Requesting approval for professional services agreement between the Institute of Government and Board of County Commissioners

The above item is an addition to the regular agenda due to the fact that the Economic Development Department was awaiting the Institute of Government's approval to changes recommended by the County Attorney. The next Board meeting is scheduled subsequent to the beginning of the agreement.

Attach any correspondence information, documents and forms for action i.e., contract agreements, quotes, memorandums, etc.

2. Fiscal impact on current budget.

- Is this a budgeted item? [X] N/A
[] Yes Account No.
[] No Please list the proposed budget amendment to fund this request

Budget Amendment Number: Fund:

FROM: TO: AMOUNT:

For Use of County Manger Only:

[] Consent Item [] Discussion Item



September 7, 2016

Mr. Ben Scott, County Manager
Columbia County Board of County Commissioners
PO Box 1529
Lake City, FL 32056

RE: Professional Services Agreement

Dear Ben,

I request for the attached Professional Services agreement to be considered by the Board of County Commissioners, based upon approval by the Economic Development Advisory Board Members, following the September 7, 2016 meeting.

We request this agreement be placed on the agenda for the next regularly scheduled Board of County Commissioner meeting on September 15, 2016.

We request an internal budget amendment also be processed for 2016.

Thank you.

Sincerely,

A handwritten signature in black ink that reads "Glenn J. Hunter".

Mr. Glenn J. Hunter
Executive Director
Columbia County Economic Development

COLUMBIA COUNTY ECONOMIC DEVELOPMENT DEPARTMENT

259 NE Franklin Street # 101, Lake City, FL 32055
386-758-1033 · ghunter@columbiacountyfla.com

**Columbia County Board of County Commissioners and Florida
Institute of Government at Florida State University
Letter of Agreement for Professional Services
Fiscal Year 2016-2017**

This letter of agreement, entered into as of the last date signed between the COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, hereafter referred to as "COUNTY", and the Florida State University Board of Trustees, acting for and on behalf of the FLORIDA INSTITUTE OF GOVERNMENT AT FLORIDA STATE UNIVERSITY, located at 3200 Commonwealth Blvd., Suite 7, Tallahassee, Florida 32303, hereafter referred to as "INSTITUTE", defines the professional services and payment schedule to be provided by the INSTITUTE to the COUNTY. This agreement covers the period **beginning October 1, 2016 ending no later than September 30, 2017**, unless amended in writing by both the COUNTY and INSTITUTE.

For and in consideration of the mutual agreements herein set forth, the COUNTY and INSTITUTE mutually agree as follows:

Scope of Work/Deliverables

- I The INSTITUTE, in cooperation with designated COUNTY staff and/or project representatives, agrees to provide the following professional services in order to support and advance the economic development interests of the COUNTY:
1. Serve as a liaison and conduit of business intelligence for the County related to potential projects and project leads that may surface through EFI, regional inquiries, and/or private entities for the County.
 2. Coordinate directly with the County and/or designated parties to respond to leads or Request for Proposals related to projects conducive to Columbia County.
 3. Continue to conduct and narrow focus of an inventory of existing economic development assets within and in close proximity to Columbia County including properties, sites, and buildings available for development; available workforce talent and labor; available infrastructure to support expansion of existing and/or new development; available post-secondary and technical education and training institutions, programs and services; and natural resources and other unique assets that can be promoted.
 4. As appropriate and in cooperation with community leaders, develop a list and description of targeted industries based on the available

assets identified within the County and in concert with the Strategic Sites Inventory initiative.

5. Per availability of funds, conduct second phase of due diligence on sites identified in Phase 1 of Strategic Sites Inventory (SSI) Project as high potential for private sector development in targeted industries for Columbia County.
6. Develop and pursue technical assistance grants through DEO to further the “master planning” and further delineation of high potential, quality sites for private development in the County.
7. Upon request, provide technical assistance directly on specific economic development projects the County is engaged in;
8. Provide economic development training and education programs designed to increase and strengthen the community’s capacity to compete for economic development projects.

II. The COUNTY agrees to:

- A. Designate County staff and/or appoint representatives as the primary contacts to work in cooperation with the INSTITUTE on all aspects of this Agreement.
- B. Assist the INSTITUTE in identifying resources that can provide relevant data and information for this Agreement.
- C. Pay the INSTITUTE the agreed upon fixed fee of \$10,000 for the purposes of this Agreement. The full fee shall be remitted within the first six months of the term of this Agreement to assist in the underwriting of the expenses related to the Agreement including travel and staff time.

III. Amendments and Termination of Agreement

1. No amendment or variation of terms of this agreement shall be valid unless made in writing and signed duly authorized representatives of both the COUNTY and the INSTITUTE.
2. This Agreement may be canceled by either the COUNTY or INSTITUTE without cause upon thirty (30) days written notice to the other party. In the event of early termination by the INSTITUTE with or without cause or in the event of termination by the COUNTY *with cause*, a pro rata portion of the fees for the unexpired term of the Agreement and paid by the COUNTY shall be returned to the COUNTY. In the event of termination by the COUNTY *without cause* the INSTITUTE shall not be

obligated to return any portion of the fees paid to it by the COUNTY.

IV. Term of Agreement

The term of this agreement shall commence October 1, 2016 and shall end September 30, 2017, unless amended in writing and executed with requisite formalities by both parties.

V. Ownership of Materials/Records

In accordance with Florida Statutes section 119.0701, the Institute shall:

1. Keep and maintain all public records required by the County to perform the services to be rendered under this Agreement.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Institute does not transfer the records to the County.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Institute created or received in connection with this Agreement or keep and maintain said public records as required by the County to perform the service. If the Institute transfers all public records to the County upon completion of the contract, the Institute shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Institute keeps and maintains the public records upon completion of the Agreement, then the Institute shall meet all applicable requirements for retaining public records as provided by law. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
5. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 758-1326,

penny_stanley@columbiacountyfla.com, PO BOX 1529, Lake City, FL 32056.

VI. Termination Options

- a. This Agreement may be canceled by either the COUNTY or INSTITUTE without cause upon thirty (30) days written notice to the other party.

Either party shall have the right to terminate this Agreement immediately for cause. For purposes of this Agreement, "cause" shall mean the happening of an Event of Default (as defined herein) by the other party. Such termination shall be effective upon written notice to the defaulting party, identifying the Event of Default upon which termination was based. The following events shall constitute an "Event of Default":

1. Any covenant or agreement of either party contained herein or in any other agreement between the COUNTY and the Institute is not performed and such failure or breach, if capable of being remedied, is not remedied within thirty (30) days after the defaulting party has been notified of such failure or breach; or
 2. Any bankruptcy, insolvency, domestic or foreign, is instituted by or against either party; or
 3. Either party shall become insolvent, generally shall fail or be unable to pay its debts as they mature, shall admit in writing its inability to pay its debts as they mature, shall make a general assignment for the benefit of its creditors, shall enter into any composition or similar agreement, or shall suspend the transaction of all or a substantial portion of its usual business.
- b. The Institute may cancel this Agreement in the event the COUNTY refuses reasonable public access to all documents, papers, letters, or other materials made or received by the COUNTY in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the Florida Constitution or Section 119.07(1), Florida Statutes.

VII. Marketing and Promotion

The COUNTY will not use the Florida State University ("University") or the INSTITUTE'S logo, name, trademark, and/or copyrights, or any other identifying marks or property for any advertising or COUNTY purposes except as provided in this Agreement or unless the COUNTY receives written approval from the University or Institute.

VIII. Governing Law and Venue

This Agreement is governed by the laws of the State of Florida and any provisions herein, in conflict therewith, shall be void and of no effect. Venue is in Columbia County, Florida.

IX. Entire Agreement, Attachments, and Priority

The entire understanding of the parties shall consist only of the terms and conditions contained in this Agreement along with any Purchase Orders issued by Florida State University. This Agreement along with FSU Purchase Orders supersedes any prior proposals, commitments or representations of any kind, whether oral or written.

X. Severability

In the event that any provisions of this Agreement shall be held invalid or unenforceable, such holding or such unenforceability or invalidity shall not render any other term or provision hereof invalid or unenforceable, and all other terms and provisions shall be enforceable and valid.

XI. Captions

The paragraph headings and captions contained herein are for references only, and shall not be considered as substantive parts of this Agreement. The use of the singular or plural form shall include the other form, and the use of the masculine, feminine, or neutral gender shall include the other genders.

XII. Force Majeure

Neither party shall be responsible or liable for any failure to perform, hereunder, if such failure is caused by the Acts of God, acts of government, strikes or labor disputes, failures of transportation, fire, flood, or other casualty, failure of subcontractors or suppliers, acts of terrorism, or any other cause (whether or not similar or any specified herein) beyond the parties' reasonable control.

XIII. Waiver

Failure of either party to enforce provision of this Agreement shall not be considered a waiver of that party's right to enforce said provision or any other provisions included herein.

XIV. Notices/Primary Contacts

Any notice or other communication hereunder shall be in writing, shall be sent via registered or certified mail, overnight courier, or confirmed facsimile transmission and shall be deemed given when sent or when deposited, postage prepaid, in the United States mail, addressed as set forth below or to such other address as either of the parties shall advise the others in writing.

XV. Agreement Primary Contacts

Jeff Hendry, Director
The John Scott Dailey Florida Institute of
Government at Florida State University
3200 Commonwealth, Suite 7
Tallahassee, Florida 32303
Telephone: (850) 487-1870
Fax: (850) 487-0041
E-Mail: jhendry@iog.fsu.edu

Glenn Hunter, Executive Director
Columbia County Economic Development
164 NW Madison Street, #103
Lake City, Florida 32055
(386) 758-1033
ghunter@columbiacountyfla.com

XVI. Modification/Amendment

No modification of any part or provision of this Agreement shall be valid or binding unless in writing and executed by both parties hereto. This Agreement may be amended upon mutual written agreement of term(s).

XVII. Assignability

Neither party shall assign this Agreement, in whole or in part, without the prior written consent of the other Party.

XVIII. Limited Representation and Disclaimer of Warranties

Both parties represent and warrant they have the full right, power and authority to enter into this Agreement and to perform their obligations hereunder.

XIX. Litigation

In the event of litigation between the parties hereto, each party agrees to be liable and responsible for its own costs, expenses and legal fees, including attorney fees and costs.

XX. Indemnification and Liability

Each party hereby assumes any and all risks of personal injury and property damage attributable to the acts or omissions of that party and/or the officers, employees, or agents thereof. The parties acknowledge that the State of Florida, its agencies and political subdivisions cannot be sued unless sovereign immunity is waived; that the power to waive sovereign immunity is vested exclusively in the Legislature, and that consent to be sued may only be effectuated by legislative act. Therefore the parties agree that nothing contained in this Agreement shall be construed or interpreted as consent on the part of the State of Florida to be sued nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes, or as denying to either party any remedy or defense available to such party under the laws of Florida.

XXI. Consents, Approvals and Requests

Except as specifically set forth in this Agreement, all consents, requests and approvals to be given by either party under this Agreement shall be in writing and not unreasonably withheld. Each party shall make only reasonable requests under this Agreement.

XXII. Lobbying

The Institute is prohibited from using compensation received under this Agreement for lobbying the Florida Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive or judicial branch of state government.

Witness the Hands and Seals of the parties hereto:

FLORIDA STATE UNIVERSITY
BOARD OF TRUSTEES, acting for
and on behalf of the Florida Institute
of Government at Florida State
University

COLUMBIA COUNTY BOARD
OF COUNTY COMMISSIONERS

BY: _____
Dr. Sally E. McRorie, PhD
Provost
Florida State University

BY: _____
Bucky Nash
Chairman
Columbia County BOCC

DATE: _____

DATE: _____

ATTEST: _____
P. DeWitt Cason
Clerk of Court

APPROVED AS TO FORM AND
CORRECTNESS:

Joel F. Foreman, County Atty.