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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: September 15, 2017 Meeting Date: September 21, 2017

Name: Jeff Crawford Department: Fire Department

Division Manager's Signature: Ben Scott

1. Nature and purpose of agenda item:

Amend Building Lease Agreement Between Century Ambulance and Columbia County

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:

[X] Consent Item [ ] Discussion Item



Fire Chief  
Jeffrey Crawford

## **COLUMBIA COUNTY FIRE RESCUE**

509 SW Bascom Norris Dr., Lake City, FL 32025  
Office (386) 754-7057 Fax (386) 754-7064

### **MEMORANDUM**

DATE: September 15, 2017

TO: Ben Scott

FR: Jeffery Crawford

RE: Building Lease

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This is to modify the building Lease with Century Ambulance. Century will be moving from Station 46 in Fort White to station 49 on CR 18. This reflects the change in location along with the lease amount.

**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
<b>Total Monthly Rent</b>	<b>2,595.00</b>

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)

**COMMERCIAL BUILDING LEASE AGREEMENT**

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**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.

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1. **Term and Rent:** Lessor demises the Premises for a term of one (1) year commencing October 1, 201~~7~~<sup>6</sup>, and terminating September 30, 201~~8~~<sup>7</sup>, or sooner as provided herein, with the first monthly rent payable by Lessee to Lessor on or before October 1, 201~~7~~<sup>6</sup> 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
<del>Fort White</del>	<del>204.00</del>
<del>CR. 18 Fort White</del>	<del>400.00</del>
<b>Total Monthly Rent</b>	<b><u>2791.00</u></b>
	<b><u>2,595.00</u></b>

Formatted Table

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.

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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.

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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 \_\_\_\_\_, 2017~~6~~.

**LESSOR:**

**COLUMBIA COUNTY, FLORIDA**

By: \_\_\_\_\_

**LESSEE:**

**CENTURY AMBULANCE  
SERVICE**

By: \_\_\_\_\_

Bucky Nash, Chair

Print: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
P. DeWitt Cason, Clerk of Court

**(SEAL)**

