

**CITY COUNCIL RESOLUTION NO. 2023-124**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE CITY TO EXECUTE A COMMERCIAL LEASE AGREEMENT BETWEEN THE CITY OF LAKE CITY, FLORIDA AND RG AMBULANCE SERVICE, INC. D/B/A CENTURY EMS-COLUMBIA COUNTY.**

**WHEREAS**, the City of Lake City, Florida, (hereinafter the "City"), and RG Ambulance Service, Inc. d/b/a Century EMS-Columbia County (hereinafter "Century EMS Services") have mutually agreed to enter into a commercial lease agreement for a portion of property located at 225 NW Main Blvd Ste 101, Lake City, Florida (hereinafter "Fire Station 1"); and

**WHEREAS**, the City Council desires to enter into a *Commercial Building Lease Agreement* (hereinafter the "Agreement"), a copy of which is attached hereto as "Exhibit A"; and

**WHEREAS**, the City Council finds that it is in the best interests of the City to enter into the Agreement for the purpose of providing efficient and cost-effective ambulance, emergency, and non-emergency medical services for the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are all true and accurate and are hereby incorporated herein and made a part of this resolution.

**Section 2.** The City Council hereby approves the Agreement between the City of Lake City, Florida and Century EMS Services and authorizes the Mayor to execute the *Agreement* on behalf of the City.

**Section 3.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** a meeting of the City Council this \_\_\_\_ day of October 2023.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

By: \_\_\_\_\_  
Thomas J. Kennon, III,  
City Attorney

**COMMERCIAL BUILDING LEASE AGREEMENT**

**THIS LEASE** is made between the City of Lake City, Florida, a political subdivision of the State of Florida, whose mailing address is 205 North Marion Avenue, Lake City, Florida 32055, (hereinafter “Lessor” or the “City”), and RG AMBULANCE SERVICE, INC. DBA CENTURY EMS-COLUMBIA COUNTY (“CENTURY EMS SERVICES”), whose mailing address is 2110 Herschel Street, Jacksonville, Florida 32204 (hereinafter “Lessee”). Lessee hereby offers to lease from Lessor a premise situated in Lake City, Florida, described as those portions of Fire Station 1 and Fire unit buildings currently being occupied for EMS purposes, but excluding those areas occupied by the City for its Fire Department purposes, 225 NW Main Blvd Ste 101, Lake City, Florida (hereinafter “Fire Station 1”), the premises consists of the Women’s dorm for sleeping purposes and the use of one Bay area, upon the following terms and conditions.

**RECITALS**

**WHEREAS**, Lessor has available space at its Fire Station located at 225 NW Main Blvd Suite 101, Lake City, Florida, and Lessee is in need of space to place one of its ambulances which provides emergency response to the citizens of the City and Columbia County, Florida; 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 the City and 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, 2023, and terminating September 30, 2024, or sooner as provided herein, with the first monthly rent payable by Lessee to Lessor on or before October 1, 2023 and each month thereafter for the duration of each tenancy, at the rental rate fixed as follows:

CR 18 Station 49	\$1,000.00
<b>Total Monthly Rent</b>	<b>\$1,000.00</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 be lawfully used for such purposes.

**FIRE:** All Century employees, invitees, and guests shall be subject to comply with all Standard Operating Procedures of the Lake City Fire Department during their use of the premises. Any violation of the Standard Operating Procedures by Century employees, their invitees, or guests, shall be grounds for termination of this Lease Agreement. The City of Lake City Fire Chief or Designee in charge shall enforce the Standard Operating Procedures as to all Century employees, invitees, and guests.

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 the Lessee. Lessee shall also be responsible for its own janitorial, garbage, and operations expenses of the building.
6. **DEFAULT:** Each of the following events shall constitute a default or breach of this Lease by Century EMS Services:
  - a. If Century EMS Services shall fail to pay City any rent, additional rent or any other payment of money when the same shall become due and shall not make such payment within ten (10) days thereof.
  - b. If Century EMS Services shall fail to perform or comply with any of the conditions of this Lease (other than the payment of rent or any other money), and if the nonperformance shall continue for period of thirty (30) days after written notice thereof by City to Century EMS Services.
  - c. If Century EMS Services shall vacate or abandon the Leased Premises.

- d. If this Lease or the interest of Century EMS Services hereunder shall be transferred to or pass to or devolve on any other entity except in the manner herein permitted.
  - e. If Century EMS Services either voluntarily, involuntarily or otherwise by operation of law be dissolved.
  - f. If Century EMS Services either voluntarily or involuntarily is adjudicated bankrupt.
  - g. If a receiver or trustee shall be appointed of the property of Century EMS Services or if any levy shall be made against the leasehold interest of Century EMS Services.
7. **REMEDIES UPON DEFAULT:** If any rent required by this Lease is not paid within ten (10) days after it is due, or any other default is not corrected within thirty (30) days from notice of default, the City shall have the option to:
- a. Terminate this Lease, resume possession of the Leased Premises for its own account and recover immediately from Century EMS Services the difference between the rent specified in this Lease and the fair rental value of the Leased Premises for the remainder of the term reduced to present worth, or
  - b. Resume possession and re-lease or rent the Leased Premises for the remainder of the term for the account of Century EMS Services and recover from Century EMS Services at the end of the term, or at the time each payment of rent become due under this Lease, as the City may choose, the difference between the rent specified in this Lease and the rent received on the re-leasing or renting, or
  - c. Pursue any other remedy or remedies provided by law, in addition to those herein above provided.
8. **PERFORMANCE AFTER DEFAULT:** The continued performance by City under this Lease for any period after a default by Century EMS Services shall not be deemed a waiver of any right on the part of City to terminate this Lease for such default. No waiver for City of any default by Century EMS Services shall be construed to be or act as a waiver by City of any subsequent default.
9. **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.

10. **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.
11. **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 Paragraph 13. 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.
12. **LIABILITY INSURANCE**: At all times during the term of this Lease, and during any use, occupancy, or possession of the Leased Premises before such term commences, Century EMS Services shall, at its expense, provide public liability and property damage insurance with a company approved by City. Such insurance shall provide for coverage of not less than \$1,000,000.00 for injury or death to any one person, and not less than \$3,000,000.00 for injury or death to more than one person as a result of one accident, and not less than \$1,000,000.00 for property damage and shall name City as an insured. Such insurance policy shall insure Century EMS Services against all claims and demands made by any person or persons for injuries to persons and property received in connection Century EMS Services' use, occupancy, operation and maintenance of the Leased Premises and improvements located thereon and for any other risk insured by such policies. Such insurance policy shall be in the form commonly known as "comprehensive general liability". Century EMS Services shall promptly deliver the original or a duplicate original of each policy or policies to City as they are written, together with adequate evidence of the fact that the premiums are paid.

Comprehensive automobile liability insurance covering all owned, hired and non-owned vehicles with coverage limits of not less than \$1,000,000.00.

Worker's compensation insurance for the benefit of the employees of Contractor, as required by the laws of the State of Florida.

13. **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.
14. **MECHANIC'S LIENS**: Century EMS Services shall not subject the City's interest in the Leased Premises to any mechanic's or materialman's liens or other lien of any kind. Century EMS Services shall not allow a lien or claim of any kind to be filed or claimed against the City's interest in the Leased Premises during the continuance of this Lease. If such lien is claimed or filed, Century EMS Services shall cause the Leased Premises to be released from the claim within thirty (30) days after City is given written notice that a claim has been filed, or within thirty (30) days after City is given written notice of the claim and transmits written notice of its receipt to Century EMS Services, whichever thirty-day (30) day period expires earlier. Century EMS Services shall cause such release, either by paying the amount necessary to relieve and release the Leased Premises from the claim, or in any other manner which, as a matter of law, will result within the thirty-day (30) period, in releasing City and its title from the claim.
15. **SECURITY DEPOSIT**: Lessee shall not be required to make a security deposit.
16. **REIMBURSEMENT**: Century EMS Services shall replace or reimburse the City for any and all of the City's medical supplies utilized by Century EMS Services within ten (10) days of the use of any medical supplies.
17. **ATTORNEY'S FEES**: Should either party after default of the other file suit to enforce any provision of this instrument, then the prevailing party shall be entitled to collect from the other party its reasonable attorney's fees and court costs, and its reasonable attorney's fees for determining the amount of any reasonable attorney's fees.

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

19. **NOTICES**: All notices and communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, return receipt requested, postage pre-paid, and if intended for the City addressed as follows:

City Manager  
City of Lake City, Florida  
205 North Marion Avenue  
Lake City, Florida 32055

with a copy to:

City Attorney  
City of Lake City, Florida  
205 North Marion Avenue  
Lake City, Florida 32055

and if intended for Century EMS Services addressed as follows:

RG AMBULANCE SERVICE, INC.  
DBA CENTURY EMS-COLUMBIA COUNTY  
2110 Herschel Street  
Jacksonville, Florida 32044

20. **HEIRS, ASSIGNS, SUCCESSORS**: This Lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

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

22. **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.

23. **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.



24. **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 another agreement or instrument or obligation to which Lessee is a party by which Lessee may be bound or affected.
20. **SURVIVAL OF REPRESENTATION 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.

*[Remainder of this page left blank intentionally.]*

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease Agreement the day and year first above written.

**CITY OF LAKE CITY, FLORIDA**

BY: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST:

BY: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND  
LEGALITY:

BY: \_\_\_\_\_  
Thomas J. Kennon, III,  
City Attorney

**RG AMBULANCE SERVICE,  
INC. DBA CENTURY EMS-  
COLUMBIA COUNTY**

BY: \_\_\_\_\_