

RESOLUTION NO. 2026-39

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA, DECLARING CERTAIN PROPERTY AS SURPLUS; PROVIDING CERTAIN FINDINGS; AUTHORIZING A LICENSE AGREEMENT OF SAID SURPLUS PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Levy County owns and operates that certain property located at 353 South Court Street together with the improvements thereon (the “Property”) which are the subject of this Resolution; and

WHEREAS, the Board finds that portions of office space within buildings on the Property as more particularly described herein (the “Premises”) are unusable or not needed for County purposes or usable for affordable housing such that it may be declared surplus pursuant to Section 2-303 of the Levy County Code of Ordinances (the “Code”); and

WHEREAS, pursuant to its declaration as surplus herein, the interests in the Property may be disposed of by license according to one of the methods set forth in Section 2-304 of the Code; and

WHEREAS, pursuant to Section 2-304 of the Code, the Board may dispose of surplus real property by license to governmental entities as a non-competitive procurement if such entity will use the surplus property to serve the public or community interest and welfare; and

WHEREAS, the Florida Senate for and on behalf of its District No. 9 Senator, currently Stan McClain, has expressed interest in using the Premises for an official district office to serve a bona fide public purpose by providing in-county access to legislative constituent services and information; and

WHEREAS, the Levy County Board of County Commissioners finds that it is in the best interest of the County to declare the Premises as surplus and to authorize its disposition by license for the purposes described herein.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA:

Section 1. **RECITALS.** The above recitals are true and correct and are hereby incorporated herein by reference.

Section 2. **SURPLUS.** The Premises more particularly described in Exhibit A hereto, is hereby declared as surplus pursuant to Section 2-303 of the Code.

Section 3. **DISPOSITION.** The Levy County Manager or designee is hereby authorized to license the Premises to the Florida Senate for and on behalf of its District No. 9 Senator. The terms and conditions of the license, including the consideration and term, are set forth in the license agreement attached hereto as Exhibit B.

Section 4. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

Duly Adopted on _____, 2026.

**BOARD OF COUNTY
COMMISSIONERS
LEVY COUNTY, FLORIDA**

By: _____
Tim Hodge, Chair

ATTEST: Clerk of the Circuit Court
and Ex Officio Clerk to the Board

By: _____
Matt Brooks, Clerk of Courts

Approved as to form and legal sufficiency

By: _____
Ray Poole, County Attorney

EXHIBIT A

151.06 square feet of office space at 353 South Court Street Vet Office 1

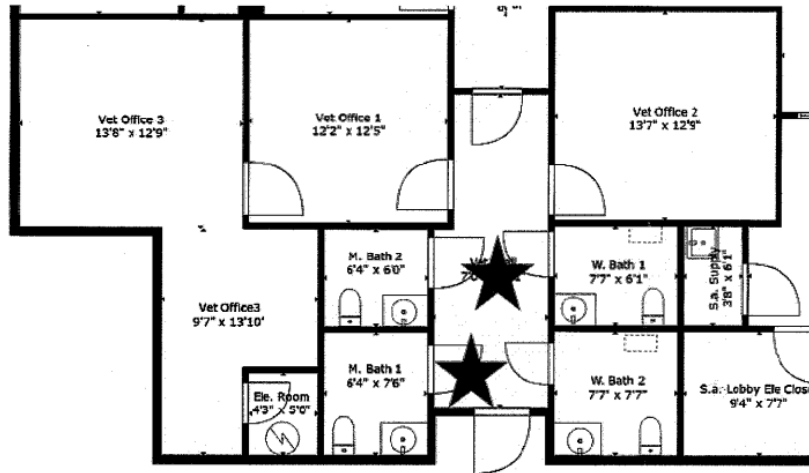


EXHIBIT B

LICENSE AGREEMENT FOR USE OF COUNTY OFFICE SPACE
STATE SENATOR

THIS LICENSE AGREEMENT (**Agreement**) is entered into as of _____, 2026 (**Effective Date**), by and between LEVY COUNTY, FLORIDA, a political subdivision of the State of Florida (**Licensors**), and THE FLORIDA SENATE, for and on behalf of its District No. 9 Senator (currently Stan McClain) and his district office staff, (**Licensee**).

RECITALS

WHEREAS, Licensors desires to make available certain surplus County office space to support constituent services and outreach for residents of Levy County.

WHEREAS, Licensee desires to use such space for an official district office to serve a bona fide public purpose by providing in-county access to legislative constituent services and information.

WHEREAS, the parties intend this Agreement to be a license only and not a lease or conveyance of any interest in real property.

WHEREAS, the Levy County Board of County Commissioners has adopted Resolution 2026-39 declaring 151.06 square feet of office space located at 353 South Court Street, Bronson, Florida, identified as Vet Office 1 on Exhibit A attached hereto (the **Premises**) as surplus and designating such for Licensee's use in furtherance of the public purpose stated herein and on the terms and conditions set forth in this Agreement.

WHEREAS, the parties desire to set forth their respective rights and obligations with respect to the licensed use of the Premises.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to

1. License; Nature of Interest

- 1.1 *License Grant.* Subject to the terms herein, Licensors hereby grants to Licensee a revocable, nonexclusive, and personal license to use the Premises together with non-exclusive rights to access and use common areas of the building designated by Licensors for such common use, including restrooms, corridors, and parking, solely for the Permitted Use during the Term (as defined below). This Agreement conveys no leasehold or other real property interest, creates no exclusive possession against Licensors, and constitutes a license revocable as provided herein.

- 1.2 *Permitted Use.* The Premises shall be used solely for: (a) operating an official district office for the current sitting Senator for District No. 11 (currently Stan McClain); (b) meeting with constituents; (c) performing official legislative constituent services and outreach; and (d) incidental clerical, administrative, and communications functions in support thereof. No other use is permitted without Licensor's prior written consent. Premises will be used solely for official public business and constituent services and no campaign or personal use will occur on the Premises. Use of the Premises for private campaign activities, fundraising, or partisan political organization is strictly prohibited and will be considered a material breach of this Agreement. Licensee shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Licensee's use of the Premises.
- 1.3 *Retained Control; Access.* Licensor retains legal possession and control of the Premises and building. Licensor may enter the Premises at reasonable times to inspect, maintain, repair, or for other County purposes, with reasonable advance notice except in emergencies.

2 Term; Termination

- 2.1 *Term.* The term shall commence on the Effective Date and continue through Nov. 7, 2028, intended to run concurrently with Senator McClain's current term of office, subject to renewal as provided in Section 2.2 below (**Term**).
- 2.2 *Renewal.* This Agreement shall automatically renew for successive two (2) year terms aligned with each successive legislative term unless notice of intent not to renew is delivered in writing by either party at least thirty (30) days prior to expiration of the then-current Term.
- 2.3 *Termination for Convenience.* Either party may terminate this Agreement without cause upon sixty (60) days' prior written notice to the other party.
- 2.4 *Termination for Cause.* Either party may terminate on ten (10) days' written notice for a material breach not cured within such period, or immediately for non-curable breaches, unlawful use, safety hazards, or violation of use restrictions.
- 2.5 *Effect of Termination.* Upon expiration or termination, Licensee shall remove all personal property owned by Licensee, vacate the Premises, and return the Premises to Licensor in its current condition (ordinary wear and tear excepted), and return all keys, badges, or access credentials.

3 Consideration; Public Purpose; No Personal Benefit

- 3.1 *License Fee; Costs.* In support of the public purpose stated herein, Licensor will provide the Premises on the terms and conditions stated herein at no monetary license fee to Licensee during the Term. Licensee will be responsible for a prorated amount of monthly utilities to be provided monthly by Licensor.

- 3.2 *Public Purpose.* The parties acknowledge and agree that: (a) furnishing in-county access for residents to meet with their elected state senator and district staff provides a direct public benefit to Levy County residents; (b) the arrangement avoids unnecessary travel burdens and enhances government accessibility and responsiveness; and (c) the consideration consists of Licensee's provision of public constituent services within the County. The parties agree that this Agreement serves a paramount public purpose and provides a direct public benefit to Levy County residents by facilitating constituent access to state legislative services within the County at no cost, consistent with Florida ethics requirements, and not for the private benefit of any individual or entity.
- 3.3 *Ethics Compliance.* The license is for official public business only. No private, political campaign, or personal use is permitted. No personal benefit shall inure to any public officer or employee beyond that allowed by law. The parties shall comply with Chapter 112, Florida Statutes, and all applicable ethics provisions. Any use inconsistent with this Section is a material breach.

4 Condition; Improvements; No Liens

- 4.1 *As-Is Condition.* Licensee accepts the Premises in its existing as-is, where-is condition, with all faults, without representation or warranty as to fitness for any particular purpose.
- 4.2 *Alterations.* Licensee shall not make structural changes. Non-structural improvements or cabling necessary for the Permitted Use may be made only with Licensor's prior written consent and in compliance with law. Alterations become Licensor's property unless Licensor requires removal and restoration at Licensee's cost upon termination.
- 4.3 *No Liens.* Licensee shall not permit any lien or encumbrance to be filed against the Premises or County property and shall promptly discharge or otherwise remove any such obligation arising from Licensee's activities.

5 Building Services; Utilities; Furniture and Equipment

- 5.1 *Services.* Licensor will provide access during building business hours and reasonable utilities serving the Premises as furnished to comparable offices in the facility, subject to interruptions beyond Licensor's control. Except as provided in Section 3.1 herein, no separate utility reimbursement is due unless otherwise approved by the Board.
- 5.2 *Janitorial and Trash.* Licensor will provide routine janitorial services for the Premises in accordance with its overall services provided to the building in which the Premises are located. However, Licensee will be responsible for maintaining

the Premises in a clean and orderly manner and shall be responsible for bringing its refuse and waste to the dumpster in locations provided by Licensor.

- 5.3 *Furniture/Equipment.* Licensee shall furnish its own furniture, equipment, and supplies unless otherwise agreed in writing.

6 Operations; Rules; Security

- 6.1 *Compliance.* Licensee shall comply with all applicable laws, building rules, safety, security, and access protocols reasonably promulgated by Licensor, as amended from time to time, provided they do not unreasonably interfere with the Permitted Use.
- 6.2 *Hours and Access.* Licensee may access the Premises during regular business hours of Licensor. After-hours access, if any, shall be coordinated with Licensor.
- 6.3 *Security; Confidentiality.* Licensee is solely responsible for safeguarding its records, confidential information, and equipment within the Premises.

7 Insurance; Risk Allocation; Sovereign Immunity

- 7.1 *Insurance.* Licensee shall maintain, at its expense, (a) commercial general liability insurance with limits not less than [\$1,000,000] per occurrence and [\$2,000,000] aggregate, naming Licensor as an additional insured; and (b) property insurance covering Licensee's personal property and any approved improvements. Evidence of coverage shall be furnished prior to occupancy and upon renewal. In the alternative, Licensee may provide proof of self-insurance consistent with Florida law for public entities.
- 7.2 *Waiver of Subrogation.* To the extent permitted by law, each party waives subrogation against the other for losses covered by its property insurance.
- 7.3 *Sovereign Immunity.* Consistent with section 768.28(19), neither party waives any defense of sovereign immunity or increases its limits of liability upon entering into this contract with one another. Each party shall be responsible for its own acts and omissions and nothing contained herein shall be construed as an indemnification of the other party for its own negligence.

8 Assignment; Sub-licensing; Sharing

Licensee shall not assign, sublicense, share, or otherwise permit use of the Premises by any third party, except (a) employees and agents of Senator McClain's district office; and (b) temporary use by other State of Florida officers or employees solely for official constituent service functions, provided such use is under Licensee's supervision and responsibility. Any other assignment or sharing requires Licensor's prior written consent.

9 Maintenance; Repairs; Damage

- 9.1 *County Responsibilities.* Licensor shall maintain structural elements, roof, and common building systems in good working order, subject to appropriations and applicable procurement requirements.
- 9.2 *Licensee Responsibilities.* Licensee shall keep the Premises clean and in good order, promptly notify Licensor of needed repairs, and be responsible for damage caused by Licensee's misuse or negligence (ordinary wear and tear excepted).
- 9.3 *Casualty or Interruption.* If the Premises are rendered unusable due to casualty or other event, Licensor may, in its discretion, provide alternative space if available or terminate this Agreement upon written notice. No damages shall be payable by Licensor for loss of use.

10 Notices

All notices shall be in writing and delivered by hand, nationally recognized overnight courier, or certified U.S. Mail, return receipt requested, to the addresses below (or as subsequently updated by notice):

If to Licensor: Levy County, Florida
Attn: County Manager
P.O. Box 310 Bronson, FL 32621

If to Licensee: Florida Senate
Attn: Senator Stan McClain
315 SE 25th Avenue
Ocala, FL 34471

Notices are effective upon receipt (or refusal).

11 Governing Law; Venue; Dispute Resolution

- 11.1 *Law and Venue.* This Agreement is governed by Florida law. Venue lies exclusively in the state courts located in Levy County, Florida.
- 11.2 *Dispute Resolution.* The parties shall confer in good faith to resolve disputes; failing resolution, either party may pursue remedies available at law or in equity, subject to sovereign immunity and statutory limitations.

12 Miscellaneous

- 12.1 *Entire Agreement; Amendments.* This Agreement constitutes the entire understanding and may be amended only by a written instrument executed by

authorized representatives of both parties, and, for Licensor, approved by the Levy County Board of County Commissioners.

- 12.2 *No Third-Party Beneficiaries.* There are no intended third-party beneficiaries under this Agreement and no third-party has the right to enforce this Agreement, including but not limited to members of the general public.
- 12.3 *Counterparts; Electronic Signatures.* This Agreement may be executed in counterparts and by electronic signatures, each of which shall be deemed an original.
- 12.4 *Radon Gas Notice.* The following disclosure is provided as required by Florida law: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. A radon gas disclosure is typically included in Florida real property occupancy agreements. Florida license forms include a statutory radon gas disclosure.
- 12.5 *Severability.* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provisions shall be considered separate and severable and the remainder of this Agreement shall not be affected thereby.
- 12.6 *Authority.* Each signatory represents that he or she has full power and authority to execute this Agreement on behalf of the respective party.

(Remainder of the Page Left Blank Intentionally. Signature Page Follows Immediately).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SIGNATURES

LICENSOR:

LEVY COUNTY, FLORIDA, a political subdivision of the State of Florida

By: _____

Name: Tim Hodge

Title: Chair, Board of County Commissioners

ATTEST: _____

Clerk of Court and Comptroller

Approved as to form: _____

Ray Poole, County Attorney

LICENSEE:

THE FLORIDA SENATE, for and on behalf of its District No. 9 Senator

By: _____

Name: [Authorized Official]

Title: [Title]

Exhibit A: Floor Plan/Diagram Identifying Premises (Vet Office 1)

151.06 square feet of office space at 353 South Court Street Vet Office 1

