



## Levy County Board of County Commissioners Agenda Item Summary Form

- 1. **Name and Title:** Mitch Harrell, Public Safety Director
- 2. **Department:** Public Safety
- 3. **Meeting Date:** Tuesday, January 7, 2025

**4. Requested Action:**  
Requesting the Levy County Board of County Commissioners' approval and the Chair's signature on the Lease Agreement between the Town of Bronson and Levy County to house an EMS crew and supervisor at the Town's fire station.

- 5. **Cost & Funding Source:**  
Existing budget

**6. Justification of Request:**  
This will allow us to re-house our Rescue 9 (Bronson) EMS crew in a more up-to-date station/facility as the current station is in need of significant repair or replacement due to age and attrition.

## LEASE AGREEMENT

THIS **LEASE AGREEMENT** is made effective as of December 16, 2024, between the TOWN OF BRONSON, a Florida municipal corporation (the "Town") and LEVY COUNTY, a political subdivision in the State of Florida (the "County").

**WHEREAS**, The County is in need of space to house a County Emergency Medical Services unit and crew as well as a Supervisor and unit, and the Town is willing to lease portions of the Town's fire station located at 655 N Hathaway Avenue, Bronson, Florida 32621 (the "Station House") to the County for that purpose.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. **LEASE**: Town does hereby lease and demise unto County, and County hereby agrees to take and lease from Town, the following described property:

The portions of the Station House and parking area described and depicted on the sketch attached as Exhibit "A" and all appurtenances, fixtures and vehicle bays within such portions of the Station House as of the date of this Agreement (the "Leased Premises.")

2. **RENT**: County will pay Town the annual sum of Sixteen Thousand Dollars (\$16,000.00) as rent for the Leased Premises (the "Rent".) The Rent includes payment of County's portion of any utilities and operating expenses for maintenance of the Leased Premises and for the generator that serves the Station House. Rent for the first year term will be due prior to the Effective Date stated above. Rent for each successive annual term will be due prior to the commencement date of such annual term.

3. **TERM**: This Lease Agreement is for a term of one (1) year, commencing on the Effective Date stated above (the "Initial Term".) After the Initial Term, this Agreement will automatically renew for successive one year annual terms ("Renewal Term(s)"), unless terminated in accordance with this Lease Agreement.

4. **TERMINATION**: Either party may terminate this Agreement, without cause, upon ninety (90) days' written notice to the other party of the intent to terminate. In the event of such termination, County will be entitled to reimbursement for any Rent paid in advance for the whole months of that Initial Term or Renewal Term that remain after the effective date of the termination.

Notwithstanding the foregoing, it is expressly understood by the parties that funding for this Lease Agreement is contingent upon appropriation of monies by the Levy County Board of County Commissioners (the "Board"). In the event that funds are not available or are not appropriated by the Board, County reserves the right to

terminate this Lease Agreement, which termination will be effective immediately upon written notice to Town of the Board's determination that funds are not available or have not been appropriated.

5. **USE:** County may use the Leased Premises for the purpose of housing and operating a County Emergency Medical Services unit and crew, as well as a Supervisor, and any and all related uses. County shall not use the Leased Premises for any other purpose without the express written approval of the Town.

County's use of the Leased Premises must comply with all ordinances and regulations of every lawful authority having jurisdiction over the Leased Premises.

6. **MAINTENANCE:** Town shall, at its sole cost, maintain (including repair and/or replacement) the roof, walls and major structural members of the Station House; as well as all systems that serve the Station House, such as plumbing, heating, air conditioning and ventilation and generator, in safe, sound and working condition, consistent with all applicable codes.

County shall, at its sole cost, maintain the interior of the Leased Premises to include painting, cleaning, and adequate care for floors and floor coverings.

Town shall, at its sole cost, maintain the interior of the Station House that is not included in the Leased Premises to include painting, cleaning and adequate care for floors and floor coverings.

County and Town mutually agree to keep the Station House and Leased Premises in as good condition as exists on the Effective Date of this Lease Agreement, reasonable wear and tear excepted, and each agrees to cooperate with the other in the accomplishment of any necessary maintenance and improvements.

7. **WASTE:** County will not make or suffer any waste of the Leased Premises or permit anything to be done upon the Leased Premises creating a nuisance thereon, and County further agrees to permit Town or its agent at all reasonable times to enter upon the Leased Premises to inspect the same, or to post any notice provided by law, or otherwise to protect any and all rights of the Town. Nothing herein contained shall be construed to obligate Town to make any changes, alterations or repairs to the Leased Premises.

8. **UTILITIES:** Town will provide or pay for all electric, water, wastewater, solid waste removal, and any other utilities used or consumed by the parties in the Station House.

9. **TAXES:** None, the Station House and Leased Premises are exempt from taxation due to the use of same for a governmental purpose.

10. **INSURANCE AND LIABILITY:** Town agrees to purchase and maintain fire and casualty insurance covering the Station House, including the Leased Premises, in a sufficient amount for losses to the Leased Premises due to fire, storm or theft. County may self-insure, or may purchase and maintain insurance policies in such types and amounts as County deems appropriate, to cover County's personal property kept at the Leased Premises. Each party agrees to furnish the other with copies of any insurance and fire and casualty insurance policies, or evidence of self-insurance, upon demand.

The City and the County, each as political subdivisions defined in Florida Statutes §768.28, agree to be fully responsible to the limits set forth in such statute for their own negligent acts or omissions, or intentional tortious acts, which result in claims or suits against them. Nothing contained in this Section shall be construed to be a waiver by either party of any protections under sovereign immunity, Florida Statutes §768.28, or any other similar provision of law. Nothing contained herein shall be construed to be consent by either party to be sued by third parties in any matter arising out of this or any other agreement.

11. **COUNTY ALTERATIONS AND IMPROVEMENTS:** County may, at its sole cost, make any improvements necessary to accommodate installation of communications or information technology needed for its use of the Leased Premises. Nothing herein contained will be construed as consent on the part of Town to subject Town to liability under the Mechanic's Lien Law of the State of Florida. County will be responsible for all valid liens, claims or demands arising out of any work performed, materials furnished or obligations incurred by or for County upon the Leased Premises during any term of this Agreement, and agrees not to suffer any such lien or other lien to be created. All permanent structural improvements will belong to Town and become a part of the Leased Premises upon termination or expiration of this Lease Agreement.

12. **ASSIGNMENT AND SUB-LETTING:** County may not assign this Lease Agreement, nor any interest therein nor sub-let without prior written consent of Town.

13. **DEFAULT:** In the event County fails to keep or violates any condition, stipulation or agreement herein contained, on the part of County to be kept and performed, and if either such failure or violation continues for a period of thirty (30) days after County receives written notice by certified or registered mail at its address hereinafter designated from Town to cure such violation or failure, then, in such event, Town, at its option, may terminate this Agreement. However, a default will be cured if County in good faith commences performance requisite to cure same within thirty (30) days after receipt of notice and thereafter continuously and with reasonable diligence proceeds to complete the performance required to cure such default.

14. **QUIET ENJOYMENT:** Town covenants that County, on performing the covenants and conditions contained in this Agreement, will peaceably and quietly have, hold and enjoy the Leased Premises for the term aforesaid.

15. **WARRANTIES:**

(a) Condemnation. To the best of Town's knowledge, information and belief, there is not now pending any condemnation, requisition or similar proceeding affecting the Leased Premises or any portion thereof.

(b) Mechanic's Lien. Town warrants that all work performed or in progress at the Leased Premises or any portion thereof, or on any buildings, fixtures or appurtenances thereto, have been fully paid for and there is no work which though not presently the subject of a lien might give rise to mechanic's, materialmen's or other liens against Town's interest in the Leased Premises or any portion thereof or any improvements hereafter erected thereof.

(c) Zoning/Building Codes. Town warrants that the use of the Leased Premises as described herein complies with all zoning codes and regulations of Town. Town also warrants that the Leased Premises currently complies with all building codes and regulations applicable to the Leased Premises. Town, to best of its knowledge, information and belief, has received no written notice from any other governmental official or governmental agency having jurisdiction that any portion of the Leased Premises or its present use violates any applicable zoning or building law, rule or regulation, nor is Town aware of any such violation of any applicable law, rule or regulation.

(d) Environmental Conditions. Town warrants to County that to the best of Town's knowledge, information and belief, the Leased Premises has not been nor is it currently used as a disposal site for toxic or other hazardous waste materials.

16. **COSTS OF SUIT:** If legal action is brought by either party for breach of any term, covenant or provision hereby, each party will be responsible for its own costs and attorney fees.

17. **NOTICES:** Unless otherwise provided herein, all notices required to be given to Town hereunder must be sent by registered or certified mail to Mayor, Town of Bronson, Post Office Box 266 Bronson, FL 32621, or to such other address as Town may direct from time to time by written notice forwarded to County by registered or certified mail.

All notices required to be given to County must be sent by registered or certified mail to County Manger, 310 School Street, Bronson, Florida 32621 or to such other

address as County may direct from time to time by written notice forwarded to Town by registered or certified mail.

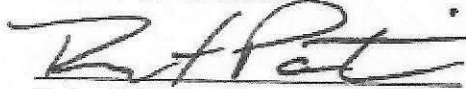
18. **END OF TENANCY:** Upon expiration or termination of this Lease Agreement, County will vacate the Leased Premises and leave it in as good a condition as existed at the beginning of County's occupancy, reasonable wear and tear, damage by fire and other casualties and condemnation and appropriation by eminent domain excepted and also excepting any damage, disrepair and other condition that Town is obligated hereunder to repair or correct.

19. **BENEFIT:** This Lease Agreement and all of the covenants and provisions thereof shall insure to the benefit of and be binding upon the legal representatives, successors and assigns of the parties hereto.

20. **GOVERNING LAW.** This Agreement shall be applied and construed in accordance with the laws of the State of Florida. Venue for any action arising from this Agreement shall be Levy County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate the day and year first above written.


TOWN OF BRONSON



Robert Partin, Mayor

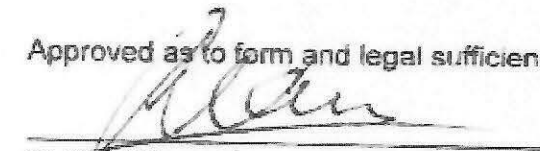
Date: \_\_\_\_\_

ATTEST:

  
Wendy Maragh, Deputy Town Clerk

(Seal)

Approved as to form and legal sufficiency



Steven Warm, Town Attorney

BOARD OF COUNTY COMMISSIONERS  
OF LEVY COUNTY, FLORIDA

BY: \_\_\_\_\_  
\_\_\_\_\_, Chair

ATTEST: Clerk of the Circuit Court  
And Ex-Officio Clerk to the Board of  
County Commissioners

\_\_\_\_\_  
~~Danny J. Shipp, Clerk~~  
Matt Brooks, Clerk

Approved as to form and legal  
sufficiency

\_\_\_\_\_  
Nicolle Shalley, County Attorney

**Lease Agreement Exhibit A**

All areas of the station are included in this lease except current administrative offices adjacent to the conference/training room:

Specifically:

All staff areas of the station i.e. living quarters including day room, kitchen/dining area bunk room etc.

Four (4) bunk rooms will be reserved for EMS staff, specifically the 4 bunks on the right side as entering from the day room/bathroom area, and if needed, also the 5<sup>th</sup> bunk on that side (#9) closest to the exit/bay door, which could be utilized as an office/storage area, other areas can be added to this agreement with consent of both parties.

The training/conference room (public areas) will be available for use when not scheduled by BFRD or the Town of Bronson.

Parking of LCDPS Emergency Vehicles:

LCDPS Rescue and BC vehicle will utilize the first (1<sup>st</sup>) bay and the continuous sixth (6<sup>th</sup>) bay door access for parking/staging for calls as located on the attached diagram.

Personal Vehicles:

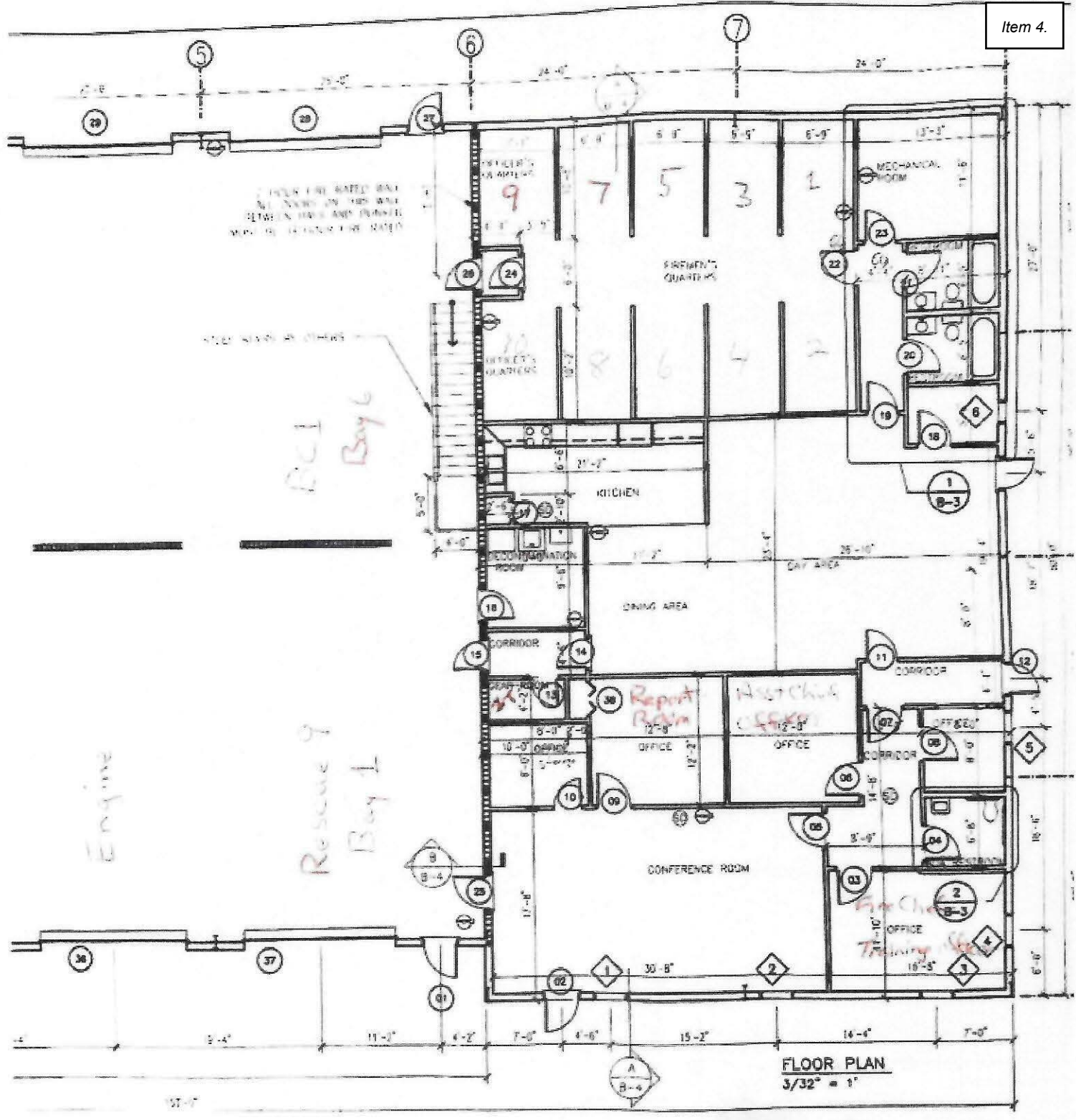
One space in front of the station (facing the highway) can be utilized for Battalion.

Parking will be on the east side of the building in a grassy area along the paved apron as shown on the attached site plan. Additional stabilization may be necessary to allow for extended vehicle use.

Restrictions:

There are two offices that will be dedicated to BFRD administration (i.e. Assistant Fire Chief/Officers and Fire Chief/Training as depicted on the attached floor plan).



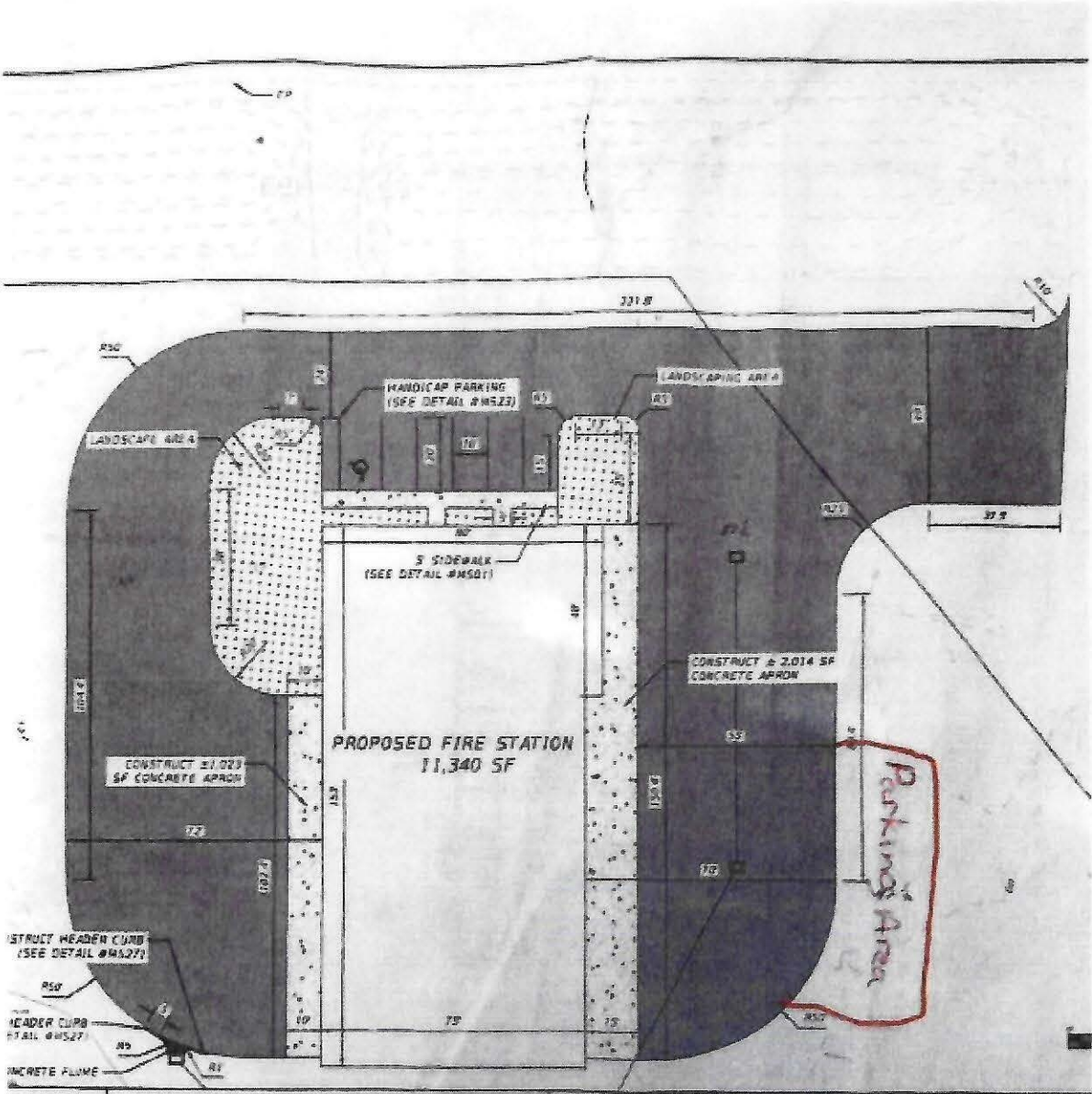


PROFESSIONAL SERVICES, INC.  
 2551 BLAIRSTONE PINES DR.  
 TALLAHASSEE, FL 32301  
 WWW.NFPS.NET  
 CAN 29011

JOB NUMBER:  
 L200723LNC  
 EOR:  
 ROBERT PHILLIP  
 BISHOP, JR.  
 P.E. NO:  
 38548

**FLOOR PLAN**  
**BRONSON FIRE STATION**  
**BRONSON, FLORIDA**

Jeirra Vuelrica 8/10/2021 2:25:25 PM 1:0000000723LNC.dwg



	<b>MORTH FLORIDA PROFESSIONAL SERVICES, INC.</b>	<b>JOB NUMBER:</b>
	P.O. BOX 2602 LAKE CITY, FL 32058 PH: 386-708-4878 LIC NO. LB0008	2511 BLANCKSON FIELDS DR. TALLAHASSEE, FL 32301 WWW.MFPS.NET CAP 2011
<b>SITE PLAN</b> <b>BRONSON FIRE STATION</b> <b>LEVY COUNTY, FLORIDA</b>		