

LAKE SHORE HOSPITAL AUTHORITY
BOARD OF TRUSTEES

Regular Meeting – March 13, 2023, 5:15 p.m.

This meeting was conducted as a public meeting and a Virtual meeting.

Present: Brandon Beil, Chair
Stephen M. Douglas, Vice-Chair
Lory Chancy – Secretary/Treasurer
Don Kennedy, Trustee

Absent:

Also

Present: Dale Williams, Executive Director
Todd Kennon, Attorney
Cynthia Watson, LSHA Staff
Dr. Michael White
Dwayne Cunningham, LSHA Staff
Sonja Markham, LSHA Staff
Karl Plenge, NOC
Barbara Lemley
Richard Powell, Accountant

2 participants participated in the LSHA Virtual Regular Board Meeting.

CALL TO ORDER

Chairman Beil called the in person/virtual March 13, 2023, Regular Meeting to order at 5:15 P.M. Chairman Beil called for additions/deletions to the Agenda. There were none. **Motion** by Mrs. Lory Chancy to approve adoption of the Agenda. **Second** by Mr. Stephen Douglas. All in favor. **Motion carried.**

INDIVIDUAL APPEARANCES

Barbara Lemley.

CONSENT AGENDA

Chairman Beil called for a Motion to approve the Consent Agenda. **Motion** by Mrs. Lory Chancy to approve adoption of the Consent Agenda. **Second** by Mr. Stephen Douglas. All in favor. **Motion carried.**

NEW BUSINESS

Discussion and possible action - Bedoya Building Demolition

Mr. Dale Williams reviewed the Bedoya building demolition requirements with the Trustees and asked for board approval. Discussion. **Motion** by Mr. Don Kennedy to accept the bid requirements for the Bedoya building demolition effective immediately . **Second** by Mrs. Lory Chancy. All in favor. **Motion carried.** (requirements attached).

Discussion and possible action – requests for Suite #101 (Toy for Tots)

At the request of Columbia County, Mr. Williams allowed Toy for Tots to utilize Suite 101; subject to approval of the LSHA Trustees. After having scheduled this item for Trustee approval, an opportunity to lease the space for a medical use presented itself. In order to keep the lease

DRAFT

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option open, it was determined it is best to relocate Toys for Tots. Mr. Williams will assist the county to help them find another location.

Update – Contract with EM PALS (Emergency Physicians at Lake Shore)

Mr. Williams introduced Dr. White and updated the Trustees on EM PALS status. Discussion. Mr. Todd Kennon will prepare a draft lease agreement for the April 10th LSHA meeting.

Update – Contract with Meridian Behavioral Healthcare

Mr. Williams informed the Trustees of the March 20th meeting to be held with Meridian Behavioral Healthcare and their team at the Authority office. An update will be given at the April 10th LSHA meeting.

UNFINISHED BUSINESS

None.

STAFF REPORT

Report provided in the packet.

BOARD MEMBER COMMENTS

None.

Chairman Beil adjourned meeting.

Meeting adjourned.

Respectfully submitted,

Lory Chancy, Secretary/Treasurer

Date of Approval

March 9, 2023

TO: LSHA Trustees
Todd Kennon, Attorney
Dwayne Cunningham, Facilities Director

FR: Dale Williams

RE: Bedoya Building Demolition-
Bid Requirements

Please be reminded that the Trustees will discuss the demolition of the "Bedoya Building" during the March 13, 2023, LSHA Trustee meeting. The following are the individual requirements that I believe should be incorporated into the demolition bid for the project. I will review these requirements with you during the meeting. Your final decisions regarding these requirements and any additional requirements/provisions you may add will be incorporated into the final bid documents.

BEDOYA BUILDING DEMOLITION REQUIREMENTS

- 1.) Bidders – a.) To be advertised locally for two consecutive weeks (In accordance with LSHA policy).
b.) To be advertised on the LSHA website.
c.) Direct mail to any and/or all demolition vendors that can be identified through reasonable efforts.
- 2.) Bid Response – 30 days from date of first advertisement.
- 3.) Pre-Bid Meeting – Yes (Date TBD)
- 4.) Submission of completed projects/references – Yes.
- 5.) Local Preference – Yes (In accordance with LSHA policy)
- 6.) Completion Time – 60 days from date of bid award.
- 7.) Material Disposal – In accordance with state law and county ordinance.
- 8.) Salvage Rights – Any materials, including abandoned contents, if any, existing at time of required pre-bid meeting will become the property of the successful bidder.
- 9.) Utility Disconnects – LSHA shall contact all utility vendors to advise of the permanent disconnect and to advise of the building demolition. **It shall be the responsibility of the successful vendor to ensure that all utilities are properly disconnected prior to the start of demolition.**
- 10.) Lead Paint/Asbestos – A copy of the engineering report identifying types and locations of hazardous materials will be made a part of the bid specifications. **The successful vendor shall be responsible for the manner and process that is used in removal and disposal.**
- 11.) Insurance – Amounts and types of insurance needed/required shall be in accordance with instructions from the Authority Attorney.
- 12.) Bid Bond – Yes. Cash or Surety. (Bank letter of credit?)
- 13.) Contract – To be incorporated into the bid specifications with no provision for changes.

14.) Limited Work Hours – Yes. (TBD)

15.) Required Security Fencing – Yes, from start to completion of demolition.

16.) Miscellaneous Provisions – As per Authority Attorney.

LAKE SHORE HOSPITAL AUTHORITY

INVITATION TO BID

BUILDING DEMOLITION

BID # 2023-001

SCOPE OF WORK – The scope of work for this bid includes the demolition of the building known as the “Bedoya Building” located on the campus of Lake Shore Hospital located in Lake City, Columbia County, Florida (Attachment A). The building consists of a wood frame structure built on a crawl space. The exterior is partially brick veneer. The roof is asphalt shingles. The successful bidder shall be responsible for the safe, legal disposal of all demolition material. In addition, the successful bidder shall be required to leave the site leveled and in clean condition.

HAZARDOUS MATERIALS PRESENT – The building to be demolished contains lead paint and asbestos. A copy of the “National Emissions Standards for Hazardous Air Pollutants (NESHAP) Compliant Asbestos and Lead Paint Survey” prepared by AJ’s Building Inspections and Environmental Services, LLC on behalf of the Lake Shore Hospital Authority is attached (Attachment B). It is the sole responsibility of the successful bidder to safely and legally remove and dispose of all hazardous materials related to this bid.

UTILITY DISCONNECTS – The Lake Shore Hospital Authority shall contact all utility providers and request cancellation of services and the removal of all utility connections necessary to facilitate building demolition. Known utility services include water, sewer, gas, electric, and CATV. It shall be the responsibility of the successful bidder to ensure that all utilities have been disconnected and in the opinion of the successful bidder, left in a safe manner so as to allow for proper building demolition.

DEMOLITION DISPOSAL – All demolition material must be disposed of in accordance with state and local laws, rules, and regulations. Additional information pertaining to the laws, rules, and regulations pertaining to disposal requirements in Columbia County, may be obtained by contacting the offices of the Columbia County, Florida Board of County Commissioners at 386-758-1005.

SALVAGE RIGHTS – All materials pertaining to the structure of the building and all materials, if any, that are within the building as of the mandatory pre-bid meeting shall be vested in ownership to the successful bidder.

WORK SITE REQUIREMENTS –

- a.) Work will be limited to the hours of 8:00 A.M. to 5:00 P.M. Monday through Friday excluding holidays.
- b.) Security fencing shall be required for the period of time demolition activities (including demolition material loading) are conducted.
- c.) The successful bidder shall be responsible for obtaining a demolition permit for the project from the City of Lake City, Florida.
- d.) The successful bidder shall have two (2) weeks from the date of bid award to apply for the demolition permit and must complete the scope of work within 60 days of permit issuance. Extensions of time may be granted for circumstances beyond the control of the successful bidder.

BID REQUIREMENTS –

- a.) Bidders shall be required to attend a pre-bid conference. Bids submitted from companies not represented at the pre-bid conference shall be disqualified. The pre-bid conference is scheduled for _____ A.M. on _____, 2023 in the offices of the Lake Shore Hospital Authority, 259 N.E. Franklin Street, Suite 102, Lake City, Florida 32055. The pre-bid conference shall also include a visit and access to the project building for review and assessment.
- b.) Bids shall be due in the office of the Lake Shore Hospital Authority on or before 2:00 P.M. on _____, 2023. All bids shall be on the bid forms provided. Bids received on other than the bid forms provided shall be disqualified. Faxed bid responses are not acceptable. Bidders are solely responsible for the method and manner that bids are forwarded to the offices of the Lake Shore Hospital Authority. The Lake Shore Hospital Authority is not responsible for any delays resulting from any carrier. Late bids shall not be opened and considered.
- c.) A bid bond in the amount of 5% of the submitted bid shall be required. The bond may be issued from a surety licensed in the State of Florida, a bank letter of credit, or a cash bond. Regardless of the type, all bid bonds shall be made payable to the Lake Shore Hospital Authority.
- d.) References (3) shall be requested for similar projects.
- e.) The Lake Shore Hospital Authority may provide a preference to local companies in the award of this bid. Local preference is limited to 5% of the bid differential.
- f.) Insurance is required. The successful bidder shall have the following limits of coverage at a minimum:

General Liability: \$ _____

Workers Compensation: \$ State Requirements

Inland Marine: \$ _____

Certificates naming the Lake Shore Hospital Authority as an additional insured for the above insurance coverages shall be required.

g.) The Lake Shore Hospital Authority reserves the right to reject any and/or all bids and to accept the bid in the Authority's best interest.

h.) The successful bidder shall be required to execute the contract that is made a part of these bid documents. Please read the contract carefully to ensure compliance.

BID FORM

Lake Shore Hospital Authority

Project # 2023-001

BUILDING DEMOLITION

ALL BIDS SUBMITTED SHALL BE ON THIS BID FORM. THE USE OF ANY OTHER FORM SHALL
RESULT IN BID DISQUALIFICATION.

This is to acknowledge by my signature below that I have reviewed and understand the bid specifications and form of contract for the above referenced project. I further certify that I meet the requirements for bidding this project including having sufficient manpower, equipment, and expertise to perform the scope of work.

BID \$ _____

COMPANY NAME _____

COMPANY ADDRESS _____

CONTACT NAME _____

CONTACT PHONE _____

CONTACT E-MAIL _____

AUTHORIZED SIGNATURE _____

PRINTED NAME _____


TITLE _____

Please submit this bid form on or before 2:00 P.M. on _____ 2023, to Lake Shore Hospital Authority, 259 NE Franklin Street, Suite 102, Lake City, FL 32055 in a sealed envelope clearly marked **"SEALED BID -BUILDING DEMOLITION"** (Faxed and/or e-mailed bids are not acceptable). Attach to your bid form your bid bond and 3 references. Lake Shore Hospital is not responsible for late or lost bids regardless of the carrier or circumstances.

Attachment A



Columbia County Property Appraiser Jeff Hampton | Lake City, Florida | 386-758-1083

PARCEL: 		NOTES:		 <p>Columbia County, FL</p>
Owner: Site: Sales Info	NONE	2023 Working Values Mkt Lnd Ag Lnd Bldg XFOB Just	Appraised Assessed Exempt Total Taxable	

This information, was derived from data which was compiled by the Columbia County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, it's use, or it's interpretation. Although it is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's office.

Attachment B

April 3, 2020

Mr. Dale Williams
Executive Director
Lake Shore Hospital Authority
259 N.E. Franklin Street – Suite 102
PO Box 988
Lake City, FL 32055
E-mail: dale@lakeshoreha.org

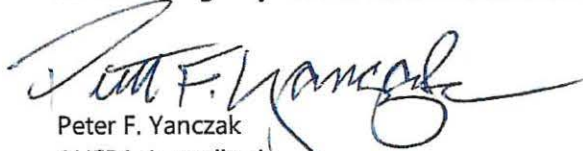
**Subject: Report of NESHAP Compliant Asbestos and Lead-Based Paint Survey and Sampling
Lake Shore Hospital Authority: 422 NE Leon Street Lake City, Florida**

Dear Mr. Williams.

AJ's Building Inspections & Environmental Services, LLC completed on March 16, 2020, a National Emissions Standards for Hazardous Air Pollutants (NESHAP) Compliant Asbestos and Lead-based Paint Survey on roofing, windows, siding, ceiling, flooring, and wall materials from the Lake Shore Hospital Authority building located at 422 NE Leon Street Lake City, Florida. The attached report gives a brief background of the project, the procedures used in the field and for the laboratory analysis. A summary of the laboratory analyses is included as an attachment.

AJ's Building Inspections & Environmental Services, LLC appreciates the opportunity to have been of assistance to you on this project and is looking forward to working with you in the future. If you have any questions concerning this report or if we can be of further service, please contact us.

Sincerely,
AJ's Building Inspections & Environmental Services, LLC



Peter F. Yanczak
AHERA Accredited
Inspector No. 318151
Building Inspector HI12566

Appendices

- Appendix A:** Chain of Custody and Laboratory Report
- Appendix B:** Sample Locations – Floor Plan
- Appendix C:** Representative Photographs

Correspondence:
AJ's Building Inspections & Environmental Services, LLC
4830 NW 43rd Street Apt. I134
Gainesville, FL 32606
Tel + 1 352 514 8527

1.0 Project Information

The objective of AJ's Building Inspection & Environmental Services, LLC survey was to identify accessible asbestos-containing materials (ACM) and lead-based paint (LBP) which may be impacted by the planned renovation.

2.0 Survey Procedures

The survey was performed by observing accessible interior and exterior building materials of suspected ACM and LBP, which might be impacted by the planned renovation of the building.

3.0 Asbestos Bulk Sampling

3.1 General

The bulk sampling procedures utilized for the collection of suspect materials first required the establishment of a homogeneous sampling area. A homogeneous sampling area is defined as an area of the same type and applied during the same general time period. The individual sampling areas were then examined, and representative samples of the suspect materials were obtained. Bulk samples collected during the survey were delivered to EMSL Analytical, Inc., Orlando, FL, an NVLAP accredited laboratory (No. 101151-0). The bulk samples were analyzed by Polarized Light microscopy (PLM) coupled with dispersion staining in accordance with EPA Method 600/R-93/116. Polarized Light Microscopy (PLM) is an analytical method for asbestos identification which depends on the unique optical properties of mineral forms in the samples, and specifically identifies the various asbestos types. This is the referenced method of analysis by EPA for asbestos identification in bulk samples. Materials found to contain greater than one percent asbestos by PLM are Asbestos-Containing Materials (ACM) as defined by EPA, OSHA and the State of Florida.

The EPA National Standard for Hazardous Air Pollutants (NESHAP) Final Rule (40 CFR 61, Subpart M) for asbestos includes an option for verification of friable materials, by point counting, if it is initially determined by PLM analysis that asbestos is present in amounts less than 10 percent. No Point Counts were conducted as part of the limited ACM surveys.

Laboratory results of the suspect materials (thought to possibly contain asbestos) sampled during the survey can be found in **Appendix A**.

3.2 Asbestos Analytical Results

Based upon our visual observations, bulk sampling of thirteen (13) suspect materials. 30 total samples and subsequent PLM microscopic analysis of 38 samples (8 samples had multiple layers), **Table 1** indicates that the two suspect materials were found to contain asbestos: linoleum/floor tile location ACM 1 and wallboard/joint compound location ACM 14. Sample locations are as shown in **Appendix B**.

Table 1: Asbestos Analytical Summary

Sample Location	Date Sample Collected	Time Sample Collected	Laboratory Results PLM EPA 600/R-93/116 (<1%)
A1 linoleum/Floor Tile	03/16/2020	9:31	None detected/ 4% Chrysotile
A2 linoleum	03/16/2020	9:34	None detected
A3 linoleum	03/16/2020	9:36	None detected
A4 linoleum mastic	03/16/2020	9:38	None detected

A5 carpet mastic	03/16/2020	9:42	None detected
A6 carpet mastic	03/16/2020	9:46	None detected
A7 carpet mastic	03/16/2020	9:53	None detected
A8 linoleum	03/16/2020	9:56	None detected
A9 linoleum	03/16/2020	9:58	None detected
A10 linoleum	03/16/2020	9:59	None detected
A11 linoleum	03/16/2020	10:01	None detected
A12 linoleum mastic	03/16/2020	10:03	None detected
A13 linoleum mastic	03/16/2020	10:05	None detected
A14 WB Joint Comp.	03/16/2020	10:06	2% Chrysotile
A15 wallboard plaster	03/16/2020	10:07	None detected
A16 wallboard plaster	03/16/2020	10:09	None detected
A17 ceiling tile	03/16/2020	10:12	None detected
A18 ceiling tile	03/16/2020	10:13	None detected
A19 ceiling tile	03/16/2020	10:15	None detected
A20 thermal wall ins.	03/16/2020	10:18	None detected
A21 thermal wall ins,	03/16/2020	10:19	None detected
A22 thermal wall ins.	03/16/2020	10:22	None detected
A23 spray foam ins.	03/16/2020	10:25	None detected
A24 ceiling plaster	03/16/2020	10:27	None detected
A25 ceiling plaster	03/16/2020	10:27	None detected
A26 ceiling plaster	03/16/2020	10:28	None detected
A27 spray foam ins.	03/16/2020	10:30	None detected
A28 roofing shingle	03/16/2020	10:53	None detected
A29 roofing shingle	03/16/2020	11:01	None detected
A30 roofing shingle	03/16/2020	11:04	None detected

4.0 Lead-Based Paint Bulk Sampling

4.1 General

The bulk sampling procedures utilized for the collection of suspect materials first required the establishment of a homogeneous sampling area. A homogeneous sampling area is defined as an area of the same type and applied during the same general time period. The individual sampling areas were then examined, and representative samples of the suspect materials were obtained. Bulk samples collected during the survey were delivered to EMSL Analytical, Inc., Orlando, FL, an NVLAP accredited laboratory (No. 101151-0). The bulk samples were analyzed by method SW846-7000B, Flame Atomic Absorption.

4.2 Lead-Based Paint Analytical Results

Based upon our visual observations, bulk sampling of ten (10) suspect materials (10 total samples) and subsequent SW846-7000B; Flame Atomic Absorption analysis. **Table 2** indicates that four (4) suspect

materials were found to contain lead: exterior window paint locations LBP 3 and 5, window caulking location LBP 6, and beige wall paint location LBP 9. Sample locations are as shown in **Appendix B**.

Table 2: Lead Paint Analytical Summary

Sample Location	Date Sample Collected	Time Sample Collected	Laboratory Results (% by wt)
L1 alum. siding coating	03/16/2020	10:34	<0.070
L2 siding caulking	03/16/2020	10:36	<0.0080
L3 exterior window paint	03/16/2020	10:38	0.20
L4 window caulking	03/16/2020	10:40	<0.0080
L5 exterior window paint	03/16/2020	10:41	0.25
L6 window caulking	03/16/2020	10:42	0.062
L7 wall paint (yellow)	03/16/2020	10:47	<0.032
L8 wall paint (white)	03/16/2020	10:49	<0.013
L9 wall paint (beige)	03/16/2020	10:52	0.033
L10 wall paint	03/16/2020	10:53	<0.0080

5.0 Asbestos Conclusions & Recommendations

A1 linoleum/floor tile (NESHAP Category I Non-Friable Asbestos Containing Material (ACM))
A14 wallboard compound NESHAP Category II Non-Friable ACM

The materials noted are classified as NESHAP Category I, II, Non-Friable ACM. As such, any disturbance of these materials would be classified as OSHA Class II work activities that require specific work procedures, training of personnel, etc. Likewise, Florida Statutes 469.001-014 would typically require that the ACM are removed by properly licensed firms and personnel.

Should the structure be renovated or demolished, a ten working day written "courtesy" notification may be required prior to the start of renovation activities under the EPA NESHAP regulation (40 CFR 61, Subpart M) and Florida Department of Environmental Protection (FDEP) rules. The subject project is located in **Columbia County**, so notification, if required, would be made to the Florida Department of Environmental Protection (FDEP) Northeast District Office at 8800 Baymeadows Way West, Suite 100, Jacksonville, Florida 32256-7529, Phone (904) 256-1700, or using FDEP form 62-0257.900(1). We recommend direct contact with the FDEP for confirmation of NESHAP regulatory requirements.

5.1 Lead-Based Paint Conclusions & Recommendations

L3 exterior window paint
L5 exterior window paint
L6 window caulking
L9 beige wall paint

White house paint contained up to 50% lead before 1955. Federal law lowered the amount of lead allowable in paint to 1% in 1971. In 1977 the Consumer Products Safety Commission limited the lead in most paints to 0.06% (600 parts per million by dry weight). Since 2009, the lead allowable in most paints is now 0.009%.

The **Lead Renovation, Repair and Painting (RRP) Rule** establishes requirements for firms and individuals performing renovations, and affects contractors, property managers, and others who disturb painted surfaces. It applies to work in houses, apartments, and child-occupied facilities (such as schools and day-care centers) built before 1978. It includes pre-renovation education requirements as well as training, firm certification, and work practice requirements.

In general, anyone who is paid to perform work that disturbs paint in housing and child-occupied facilities built before 1978 must be certified. This includes all firms, even sole proprietorships.

Examples of the types of firms covered:

Residential rental property owners/managers

General contractors

Special trade contractors, including

- Painters
- Plumbers
- Carpenters
- Electricians

Firms can't advertise or perform renovation activities covered by the regulation in homes or child occupied facilities built before 1978 without firm certification.

Any questions pertaining to the **Lead Renovation, Repair and Painting (RRP) Rule**, should be directed to the United States Environmental Protection Agency (USEPA) Region 4

Region 4 Contacts:

Sarah Hawley (Lead Program)

Email: hawley.sarah@epa.gov

Phone: (404) 562-8960

Bryce Covington (Lead Enforcement)

Email: covington.bryce@epa.gov

Phone: (404) 562-9192

U.S. EPA Region 4

Sam Nunn Federal Center

61 Forsyth Street, NW

Atlanta, GA 30303

6.0 LIMITATIONS

AJ's Building Inspections & Environmental Services, LLC has performed its services in accordance with generally accepted practices at the time of the field work. This report has been prepared on behalf of and exclusively for the use by **Lake Shore Hospital Authority**. This report and the findings contained herein shall not, in whole or in part, be disseminated or conveyed to any other party without AJ's Building Inspections & Environmental Services, LLC prior written consent. The findings are relative to the date of our site visit and should not be relied upon for substantially later dates. All material quantities are estimated based on visual observation and are **NOT** to be relied on for contractor bidding or regulatory notification purposes.

Please note that these test results relate only to those suspect ACM and LBP materials. If conditions, or materials, other than those addressed in this report are encountered during the planned maintenance, renovation, or demolition activities, AJ's Building Inspections & Environmental Services, LLC should be contacted to assess the potential impact of these materials or conditions relative to the findings or recommendations included herein.

Appendix A

Chain of Custody and Laboratory Analysis



EMSL ANALYTICAL, INC.
LABORATORY PRODUCTS TRADING

Asbestos Chain of Custody

EMSL Order Number (Lab Use Only):

#342004858

EMSL ANALYTICAL, INC.
3303 PARKWAY CENTER COURT
ORLANDO, FL 32808
PHONE: 407-599-5887
FAX:

Company Name: <u>Advanced Environmental Laboratories</u>		EMSL Customer ID: <u>ADNU75A</u>	
Street: <u>4965 SW 41st Blvd</u>		City: <u>Gainesville</u>	State/Province: <u>FL</u>
Zip/Postal Code: <u>32608</u>	Country: <u>USA</u>	Telephone #: <u>352-377-2349</u>	Fax #:
Report To (Name): <u>John Kapple</u>		Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email	
Email Address: <u>jkapple@wellco.com</u>		Purchase Order:	
Project Name/Number: <u>9904 NE 1st</u>		EMSL Project ID (Internal Use Only):	
U.S. State Samples Taken: <u>FLORIDA</u>		CT Samples: <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt	
EMSL-Bill to: <input type="checkbox"/> Same <input type="checkbox"/> Different - If Bill to is Different note instructions in Comments** Third Party Billing requires written authorization from third party			
Turnaround Time (TAT) Options* - Please Check			
<input type="checkbox"/> 3 Hour	<input type="checkbox"/> 6 Hour	<input type="checkbox"/> 24 Hour	<input type="checkbox"/> 48 Hour <input type="checkbox"/> 72 Hour <input type="checkbox"/> 96 Hour <input type="checkbox"/> 1 Week <input checked="" type="checkbox"/> 2 Week
*For TEM Air 3 hr through 6 hr, please call ahead to schedule. There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.			
PCM - Air <input type="checkbox"/> Check if samples are from NY <input type="checkbox"/> NIOSH 7400 <input type="checkbox"/> w/ OSHA 8hr. TWA		TEM - Air <input type="checkbox"/> 4-4.5hr TAT (AHERA only) <input type="checkbox"/> AHERA 40 CFR, Part 763 <input type="checkbox"/> NIOSH 7402 <input type="checkbox"/> EPA Level II <input type="checkbox"/> ISO 10312	
PLM - Bulk (reporting limit) <input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (<1%) <input type="checkbox"/> PLM EPA NOB (<1%) Point Count <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) Point Count w/Gravimetric <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) <input type="checkbox"/> NYS 198.1 (friable in NY) <input type="checkbox"/> NYS 198.6 NOB (non-friable-NY) <input type="checkbox"/> NYS 198.8 SOF-V <input type="checkbox"/> NIOSH 9002 (<1%)		TEM - Bulk <input type="checkbox"/> TEM EPA NOB <input type="checkbox"/> NYS NOB 198.4 (non-friable-NY) <input type="checkbox"/> Chatfield SOP <input type="checkbox"/> TEM Mass Analysis-EPA 600 sec. 2.5 TEM - Water: EPA 100.2 Fibers >10µm <input type="checkbox"/> Waste <input type="checkbox"/> Drinking All Fiber Sizes <input type="checkbox"/> Waste <input type="checkbox"/> Drinking	
<input type="checkbox"/> Microvac - ASTM D 5755 <input type="checkbox"/> Wipe - ASTM D6480 <input type="checkbox"/> Carpet Sonication (EPA 600/J-93/167)		Soil/Rock/Vermiculite <input type="checkbox"/> PLM EPA 600/R-93/116 with milling prep (<1%) <input type="checkbox"/> PLM EPA 600/R-93/116 with milling prep (<0.25%) <input type="checkbox"/> TEM EPA 600/R-93/116 with milling prep (<0.1%) <input type="checkbox"/> TEM Qualitative via Filtration Prep <input type="checkbox"/> TEM Qualitative via Drop Mount Prep <input type="checkbox"/> Cincinnati Method EPA 600/R-04/004-- PLM/TEM (BC only) Other: <input type="checkbox"/>	
<input type="checkbox"/> Check For Positive Stop - Clearly Identify Homogenous Group		Filter Pore Size (Air Samples): <input type="checkbox"/> 0.8µm <input type="checkbox"/> 0.45µm	
Samplers Name: <u>Peter YANCZAK 318151</u>		Samplers Signature: <u>[Signature]</u>	
Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
A1	Linoleum		3/16/20 0931
A2	↓		0934
A3	↓		0936
A4	Mastic		0938
A5	Carpet Mastic		↓ 0942
Client Sample # (s): <u>A1 - A30</u>		Total # of Samples: <u>30</u>	
Relinquished (Client): <u>[Signature]</u>		Date: <u>3/19/2020</u>	Time: <u>10:35</u>
Received (Lab): <u>[Signature]</u>		Date: <u>3/19/2020</u>	Time: <u>10:35</u>
Comments/Special Instructions:			



EMSL ANALYTICAL, INC.
LABORATORY PRODUCTS TRAINING

Asbestos Chain of Custody
EMSL Order Number (Lab Use Only):

#342004858

EMSL ANALYTICAL, INC.
303 PARKWAYCENTER CRT
ORLANDO, FL 32808
PHONE: 407-599-5887
FAX:

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
A6	Carpet Mastic		3/16/20 0946
A7	Carpet Mastic		0953
A8	Linoleum		0956
A9	Linoleum		0958
A10	Linoleum		0959
A11	Mastic		1001
A12	Mastic		10053
A13	Mastic		1005
A14	Wall Board / Plaster		1006
A15	Wall Board / Plaster		1007
A16	Wall Board / Plaster		1009
A17	Ceiling Tile		1012
A18	Ceiling Tile		1013
A19	Ceiling Tile		1015
A20	Thermal Insulation		1018
A21	Thermal Insulation		1019
A22	Thermal Insulation		1027
A23	Spray Foam		1025
A24	Ceiling Plaster		1027
A25	Ceiling Plaster		1027
A26	Ceiling Plaster		1028
A27	Spray Foam		1030
A28	Roof Shingles - North		✓ 1058
Comments/Special Instructions:			



EMSL ANALYTICAL, INC.
LABORATORY PRODUCTS TRAINING

Lead (Pb) Chain of Custody

EMSL Order ID (Lab Use Only):

EMSL ANALYTICAL, INC.
3303 PARKWAY CTR.
COURT.
ORLANDO, FL 32808
PHONE: 407-599-5887

Company :		EMSL-Bill to: <input checked="" type="checkbox"/> Same <input type="checkbox"/> Different If Bill to is Different note instructions in Comments**	
Street:		Third Party Billing requires written authorization from third party	
City:	State/Province:	Zip/Postal Code:	Country: USA
Report To (Name):		Telephone #:	
Email Address:		Fax #:	Purchase Order:
Project Name/Number: <i>LSHA 401 NB NST</i>		Please Provide Results: <input type="checkbox"/> Fax <input type="checkbox"/> Email	
U.S. State Samples Taken: <i>FLORIDA</i>		CT Samples: <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt	

Turnaround Time (TAT) Options* - Please Check

<input type="checkbox"/> 3 Hour	<input type="checkbox"/> 6 Hour	<input type="checkbox"/> 24 Hour	<input type="checkbox"/> 48 Hour	<input type="checkbox"/> 72 Hour	<input type="checkbox"/> 96 Hour	<input type="checkbox"/> 1 Week	<input checked="" type="checkbox"/> 2 Week
---------------------------------	---------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------	---------------------------------	--

*Analysis completed in accordance with EMSL's Terms and Conditions located in the Price Guide

Matrix	Method	Instrument	Reporting Limit	Check
<input checked="" type="checkbox"/> Chips <input type="checkbox"/> % by wt. <input type="checkbox"/> mg/cm ² <input type="checkbox"/> ppm	SW846-7000B	Flame Atomic Absorption	0.01%	<input checked="" type="checkbox"/>
Air	NIOSH 7082	Flame Atomic Absorption	4 µg/filter	<input type="checkbox"/>
	NIOSH 7105	Graphite Furnace AA	0.03 µg/filter	<input type="checkbox"/>
	NIOSH 7300 modified	ICP-AES/ICP-MS	0.5 µg/filter	<input type="checkbox"/>
Wipe* ASTM <input type="checkbox"/> non ASTM <input type="checkbox"/> *If no box is checked, non-ASTM Wipe is assumed	SW846-7000B	Flame Atomic Absorption	10 µg/wipe	<input type="checkbox"/>
	SW846-6010B or C	ICP-AES	1.0 µg/wipe	<input type="checkbox"/>
	SW846-7000B/7010	Graphite Furnace AA	0.075 µg/wipe	<input type="checkbox"/>
TCLP	SW846-1311/7000B/SM 3111B	Flame Atomic Absorption	0.4 mg/L (ppm)	<input type="checkbox"/>
	SW846-1131/SW846-6010B or C	ICP-AES	0.1 mg/L (ppm)	<input type="checkbox"/>
Soil	SW846-7000B	Flame Atomic Absorption	40 mg/kg (ppm)	<input type="checkbox"/>
	SW846-7010	Graphite Furnace AA	0.3 mg/kg (ppm)	<input type="checkbox"/>
	SW846-6010B or C	ICP-AES	2 mg/kg (ppm)	<input type="checkbox"/>
Wastewater Unpreserved <input type="checkbox"/> Preserved with HNO ₃ pH < 2 <input type="checkbox"/>	SM3111B/SW846-7000B	Flame Atomic Absorption	0.4 mg/L (ppm)	<input type="checkbox"/>
	EPA 200.9	Graphite Furnace AA	0.003 mg/L (ppm)	<input type="checkbox"/>
	EPA 200.7	ICP-AES	0.020 mg/L (ppm)	<input type="checkbox"/>
Drinking Water Unpreserved <input type="checkbox"/> Preserved with HNO ₃ pH < 2 <input type="checkbox"/>	EPA 200.9	Graphite Furnace AA	0.003 mg/L (ppm)	<input type="checkbox"/>
	EPA 200.8	ICP-MS	0.001 mg/L (ppm)	<input type="checkbox"/>
TSP/SPM Filter	40 CFR Part 50	ICP-AES	12 µg/filter	<input type="checkbox"/>
	40 CFR Part 50	Graphite Furnace AA	3.6 µg/filter	<input type="checkbox"/>
Other:				<input type="checkbox"/>

Name of Sampler: *PETER YANUZZI 31815* Signature of Sampler: *[Signature]*

Sample #	Location	Volume/Area	Date/Time Sampled
L1	ADJ. SIDING EXTEND		3-16-20 1034
L2	SIDING CAULKING		1036
L3	WINDOW PAINT		1038
L4	WINDOW CAULKING		1040
L5	WINDOW PAINT		1041

Client Sample #'s: *L1 - L10* Total # of Samples: *10*

Relinquished (Client):	Date:	Time:
Received (Lab):	Date:	Time:

Comments:



EMSL Analytical, Inc.

3303 PARKWAY CENTER COURT Orlando, FL 32808

Tel/Fax: (407) 599-5887 / (407) 599-9063

http://www.EMSL.com / orlandolab@emsl.com

EMSL Order: 342004858

Customer ID: ADNV75A

Customer PO:

Project ID:

Attention: Josh Apple
Advanced Environmental Lab. Inc.
10200 USA Today Way
Miramar, FL 33025

Phone: (954) 889-2288

Fax:

Received Date: 03/19/2020 10:35 AM

Analysis Date: 03/24/2020 - 03/25/2020

Collected Date: 03/16/2020

Project: LSHA 422 NE LST

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
A1-Linoleum 342004858-0001	Linoleum	Tan Fibrous Homogeneous	65% Cellulose	35% Non-fibrous (Other)	None Detected
A1-Floor Tile 342004858-0001B	Linoleum	Tan Non-Fibrous Homogeneous		96% Non-fibrous (Other)	4% Chrysotile
A2-Linoleum 342004858-0002	Linoleum	Tan Fibrous Homogeneous	65% Cellulose	35% Non-fibrous (Other)	None Detected
A2-Mastic 342004858-0002A	Linoleum	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A3 342004858-0003	Linoleum	White/Beige Fibrous Heterogeneous	45% Cellulose	55% Non-fibrous (Other)	None Detected
A4-Mastic 342004858-0004	Mastic	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A5 342004858-0005	Carpet Mastic	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A6 342004858-0006	Carpet Mastic	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A7 342004858-0007	Carpet Mastic	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A8 342004858-0008	Linoleum	Tan Fibrous Homogeneous	65% Cellulose	35% Non-fibrous (Other)	None Detected
A9-Linoleum 342004858-0009	Linoleum	Tan Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
A10-Linoleum 342004858-0010	Linoleum	Tan Fibrous Homogeneous	80% Cellulose	20% Non-fibrous (Other)	None Detected
A11-Mastic 342004858-0011	Mastic	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A12 342004858-0012	Mastic	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A13 342004858-0013	Mastic	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A14-Wallboard 342004858-0014 No Plaster present.	Wall Board/Plaster	Brown/Gray Fibrous Heterogeneous	10% Cellulose	65% Gypsum 25% Non-fibrous (Other)	None Detected

Initial report from: 03/31/2020 15:46:59



EMSL Analytical, Inc.

3303 PARKWAY CENTER COURT Orlando, FL 32808

Tel/Fax: (407) 599-5887 / (407) 599-9063

<http://www.EMSL.com> / orlandolab@emsl.com

EMSL Order: 342004858

Customer ID: ADNV75A

Customer PO:

Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
A14-Joint Compound <i>342004858-0014A</i>	Wall Board/Plaster	Tan Non-Fibrous Homogeneous		15% Ca Carbonate 83% Non-fibrous (Other)	2% Chrysotile
A15-Wallboard <i>342004858-0015</i> <i>No Plaster present.</i>	Wall Board/Plaster	Brown/Gray Fibrous Heterogeneous	10% Cellulose	65% Gypsum 25% Non-fibrous (Other)	None Detected
A15-Joint Compound <i>342004858-0015A</i>	Wall Board/Plaster	White Non-Fibrous Homogeneous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
A16-Wallboard <i>342004858-0016</i>	Wall Board/Plaster	White Fibrous Heterogeneous	10% Cellulose	65% Gypsum 25% Non-fibrous (Other)	None Detected
A16-Joint Compound <i>342004858-0016A</i>	Wall Board/Plaster	White Non-Fibrous Homogeneous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
A17 <i>342004858-0017</i>	Ceiling Tile	Tan/White Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
A18 <i>342004858-0018</i>	Ceiling Tile	Tan/White Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
A19 <i>342004858-0019</i>	Ceiling Tile	Brown/White Fibrous Homogeneous	98% Cellulose	2% Non-fibrous (Other)	None Detected
A20 <i>342004858-0020</i>	Thermal Insulation	Brown/Black Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
A21 <i>342004858-0021</i>	Thermal Insulation	Brown/Black Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
A22 <i>342004858-0022</i>	Thermal Insulation	Brown/Black Fibrous Homogeneous	98% Cellulose	2% Non-fibrous (Other)	None Detected
A23 <i>342004858-0023</i>	Spray Foam	Pink Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A24-Texture <i>342004858-0024</i> <i>No Plaster present.</i>	Ceiling Plaster	White Non-Fibrous Homogeneous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
A24-Drywall <i>342004858-0024A</i>	Ceiling Plaster	Gray Non-Fibrous Homogeneous	10% Cellulose	65% Gypsum 25% Non-fibrous (Other)	None Detected
A25-Texture <i>342004858-0025</i> <i>No Plaster present.</i>	Ceiling Plaster	White Non-Fibrous Homogeneous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
A25-Drywall <i>342004858-0025A</i>	Ceiling Plaster	Gray Non-Fibrous Homogeneous	10% Cellulose	65% Gypsum 25% Non-fibrous (Other)	None Detected
A26-Texture <i>342004858-0026</i>	Ceiling Plaster	White Non-Fibrous Homogeneous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
A26-Drywall <i>342004858-0026A</i>	Ceiling Plaster	White Fibrous Heterogeneous	10% Cellulose	65% Gypsum 25% Non-fibrous (Other)	None Detected

Initial report from: 03/31/2020 15:46:59



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http://www.EMSL.com / orlandolab@emsl.com

EMSL Order: 342004858

Customer ID: ADNV75A

Customer PO:

Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
A27 342004858-0027	Spray Foam	Pink Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
A28 342004858-0028	Roof Shingle - North	Black Fibrous Homogeneous	10% Synthetic	90% Non-fibrous (Other)	None Detected
A29 342004858-0029	Roof Shingle - Awning	Black Fibrous Homogeneous	12% Synthetic	88% Non-fibrous (Other)	None Detected
A30 342004858-0030	Roof Shingle - South	Black Fibrous Homogeneous	12% Synthetic	88% Non-fibrous (Other)	None Detected

Analyst(s)

Jhon Rosario (27)

Nashira McCall (11)

Carlos Rivadeneira, Laboratory Director
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method"), but augmented with procedures outlined in the 1993 ("final") version of the method. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. All samples received in acceptable condition unless otherwise noted. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. EMSL recommends gravimetric reduction for all non-friable organically bound materials prior to analysis. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Orlando, FL NVLAP Lab Code 101151-0

Initial report from: 03/31/2020 15:46:59



EMSL Analytical, Inc.

3303 PARKWAY CENTER COURT, Orlando, FL 32808

Phone/Fax: (407) 599-5887 / (407) 599-9063

<http://www.EMSL.com>

orlandolab@emsl.com

EMSL Order:	342004735
CustomerID:	ADNV75A
CustomerPO:	
ProjectID:	

Attn: **Josh Apple**
Advanced Environmental Lab. Inc.
10200 USA Today Way
Miramar, FL 33025

Phone: (954) 889-2288
 Fax:
 Received: 03/19/20 10:35 AM
 Collected: 3/16/2020

Project: LSHA 422 NE LST Florida

Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B/7000B)*

Client Sample Description	Lab ID	Collected	Analyzed	Weight	Lead Concentration
L1 Site: Alum. Siding Exterior	342004735-0001	3/16/2020	3/23/2020	0.0285 g	<0.070 % wt
L2 Site: Siding Caulking	342004735-0002	3/16/2020	3/23/2020	0.3215 g	<0.0080 % wt
L3 Site: Window Point	342004735-0003	3/16/2020	3/23/2020	0.3073 g	0.20 % wt
L4 Site: Window Caulking	342004735-0004	3/16/2020	3/23/2020	0.3431 g	<0.0080 % wt
L5 Site: Window Paint	342004735-0005	3/16/2020	3/23/2020	0.2856 g	0.25 % wt
L6 Site: Window Caulking	342004735-0006	3/16/2020	3/23/2020	0.2917 g	0.062 % wt
L7 Site: Wall Paint (Yellow)	342004735-0007	3/16/2020	3/23/2020	0.0620 g	<0.032 % wt
L8 Site: Wall Paint (White)	342004735-0008	3/16/2020	3/23/2020	0.1551 g	<0.013 % wt
L9 Site: Wall Paint (Beige)	342004735-0009	3/16/2020	3/23/2020	0.2204 g	0.033 % wt
L10 Site: Wall Paint (Blue)	342004735-0010	3/16/2020	3/23/2020	0.2936 g	<0.0080 % wt

Carlos Rivadeneyra, Laboratory Director
or other approved signatory

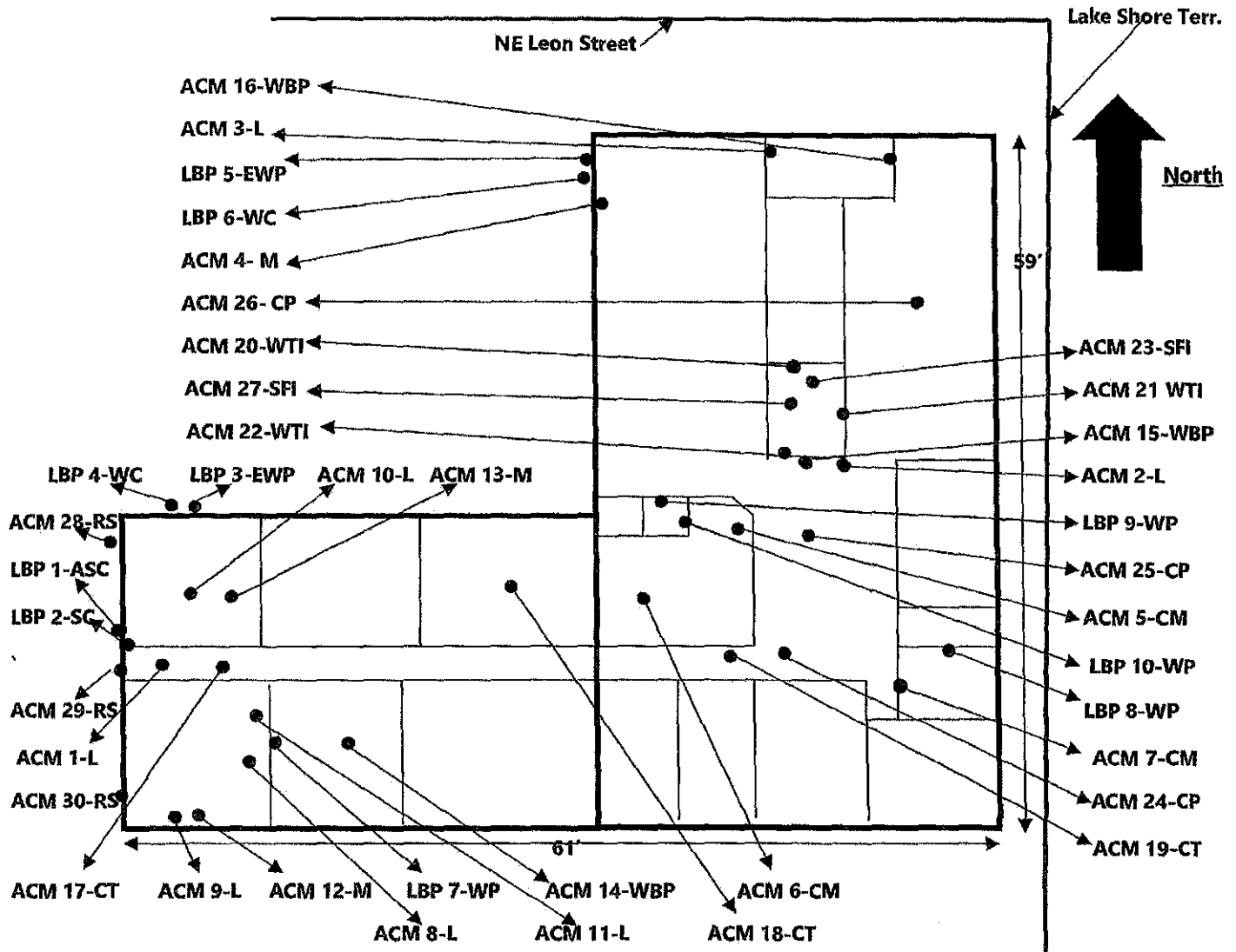
*Analysis following Lead in Paint by EMSL SOP/Determination of Environmental Lead by FLAA. Reporting limit is 0.008 % wt based on the minimum sample weight per our SOP. Unless noted, results in this report are not blank corrected. EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. When the information supplied by the customer can affect the validity of the results, it will be noted on the report. "<" (less than) result signifies the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request. The QC data associated with the sample results included in this report meet the recovery and precision requirements unless specifically indicated otherwise. Definitions of modifications are available upon request.

Samples analyzed by EMSL Analytical, Inc. Orlando, FL AIHA-LAP, LLC-ELLAP Accredited #163563

Initial report from 03/31/2020 16:01:17

Appendix B
Sample Location Floor Plan

**Schematic 1: Lake Shore Hospital Authority
ACM and LBP Assessment Locations, March 16, 2020
422 NE Leon Street Lake City, Florida 32055**



Legend

ACM = Asbestos Containing Materials Sampling Locations
 EWP = External Window Paint
 M = Linoleum Mastic
 WBP = Wallboard Plaster
 SFI = Spray Foam Insulation
 WP = Wall Paint
 SC = Siding Caulking
 CT = Ceiling Tile

LBP = Lead Base Paint Sample Locations
 WC = Window Caulking
 L = Linoleum
 CP = Ceiling Plaster
 WTI = Thermal Wall Insulation
 ASC = Aluminum Siding Coating
 CM = Carpet Mastic

Appendix C
Representative Photographs



Photo No. 1



Photo No. 2.



Photo No. 3

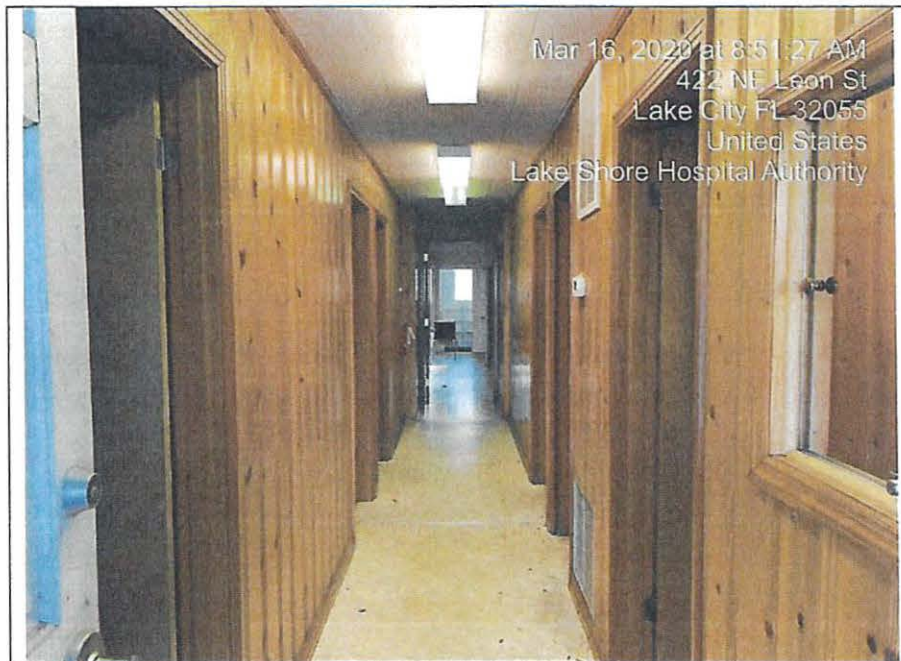


Photo No. 4

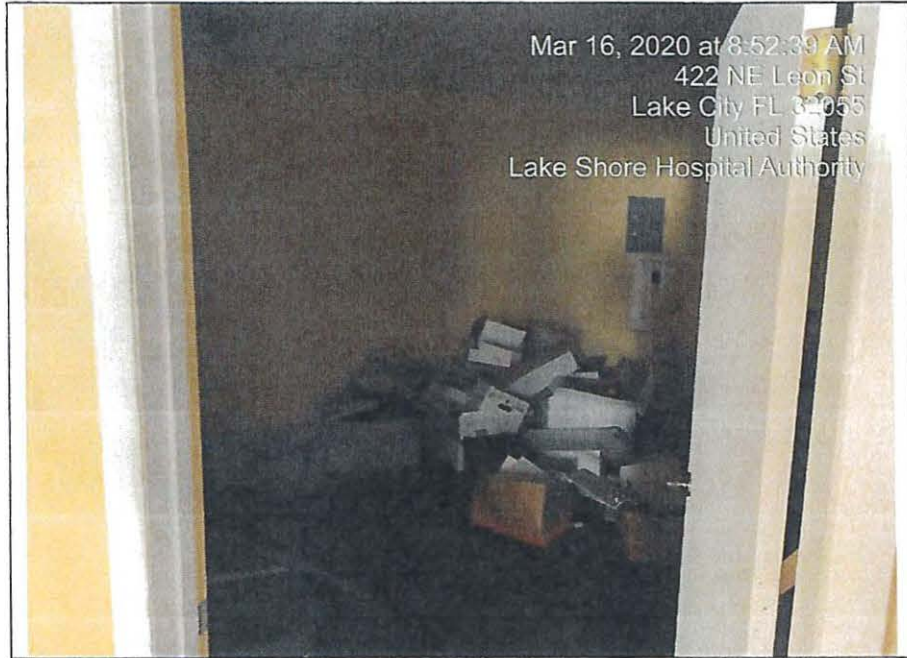


Photo No. 5

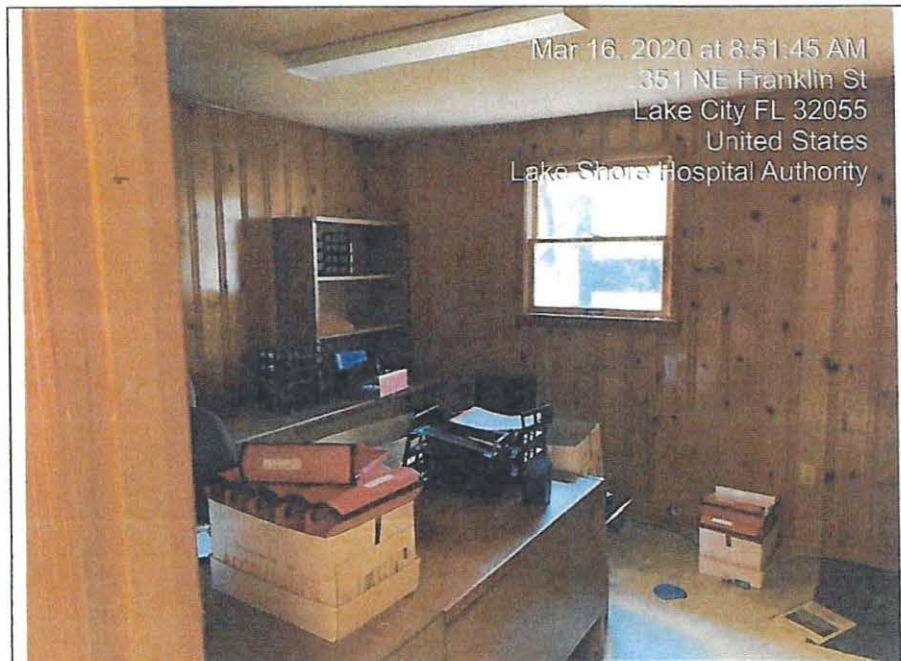


Photo No. 6

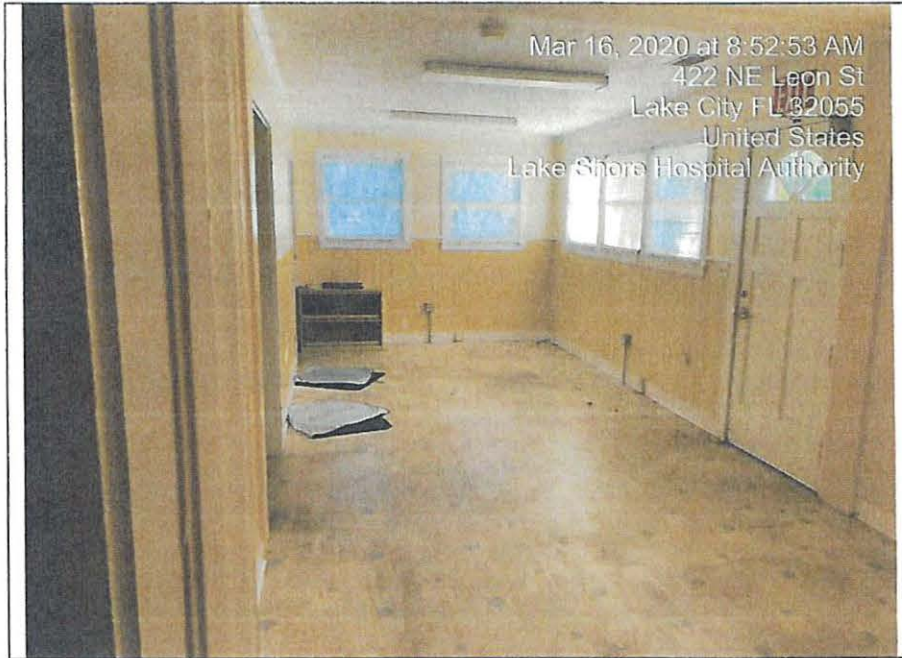


Photo No. 7



Photo No. 8

CONSULTING SERVICES AGREEMENT

I. The Parties. This Consulting Agreement ("Agreement") is made effective as of April 10, 2023, by and between a business entity known as Powell Consulting with a mailing address of 1359 SW Main Blvd, 1359 SW MAIN BLVD, LAKE CITY, Florida, 32025 ("Consultant") and a local government entity known as Lake Shore Hospital Authority (LSHA) with a mailing address of 259 NE Franklin Street, Lake City., Florida 32055 ("Client").

II. Services. Consultant agrees to provide the following services ("Services"): To assist the LSHA in maintaining its financial records and accounting and internal control processes, and associated duties assigned from time to time.

III. Term. The Services shall commence on the date of March 10 2023, and shall continue until either Consultant or Client gives notice of terminating this Agreement.

IV. Payment. In consideration for the Services provided, the Consultant is to be paid the following:

\$125.00 per hour ("Payment"). Services will be performed as required to maintain proper accounting records and financial processes and will be billed monthly..

V. Payment Interval. Consultant shall be paid, in accordance with Section IV, when the Consultant sends an invoice to the Client. After the Client receives the invoice by the Consultant, it shall be paid within 30 days.

VI. Expenses. The Consultant shall be responsible for all expenses related to providing the Services under this Agreement EXCEPT any "out-of-pocket" expenses. Out-of-pocket expenses are considered to be an expense that requires the Consultant to pay a third (3rd) party as a direct or indirect result of providing the Services. However, the Consultant will be required to pay for their internal expenses which includes, but is not limited to, supplies, equipment, operating costs, business costs, employment costs, taxes, Social Security contributions and/or payments, disability insurance, unemployment taxes, and any other cost that may or may not be in connection with the Services provided by the Consultant. Client agrees to pay the Consultant within thirty (30) days of receiving notice of any expense directly associated with the Services. Upon request by the Client, the Consultant may have to show receipt(s) or proof(s) of purchase for said expense.

VII. Termination Clause. The Consultant and Client may terminate this Agreement at any time with notice of at least 15 Day(s) notice.

VIII. Liability Insurance. The Consultant agrees to bear all responsibility for the actions related to themselves and their employees or personnel under this Agreement. In addition, the Consultant agrees to obtain comprehensive liability insurance coverage in case of bodily injury, personal injury, property damage, contractual liability, and cross-liability. In addition, the Consultant shall be required to have liability insurance equal to a aggregate-limit of \$1,000,000.

IX. Waiver of Contractual Right. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

X. Independent Contractor Status. The Consultant, under the code of the Internal Revenue (IRS), is an independent contractor and neither the Consultant's employees or contract personnel are, or shall be deemed, the Client's employees. In its capacity as an independent contractor, the Consultant agrees and represents:

- a.) Consultant has the right to perform Services for others during the term of this Agreement;
- b.) Consultant has the sole right to control and direct the means, manner, and method by which the Services required under this Agreement will be performed; Consultant shall select the routes taken, starting and ending times, days of work, and order the work that performed;
- c.) Consultant has the right to hire assistant(s) as subcontractors or to use employees to provide the Services under this Agreement.
- d.) Neither Consultant nor the Consultant's employees or personnel shall be required to wear any uniforms provided by the Client;
- e.) The Services required by this Agreement shall be performed by the Consultant, Consultant's employees or personnel, and the Client will not hire, supervise, or pay assistants to help the Consultant;
- f.) Neither the Consultant nor the Consultant's employees or personnel shall receive any training from the Client for the professional skills necessary to perform the Services required by this Agreement; and
- g.) Neither the Consultant nor Consultant's employees or personnel shall be required by the Client to devote full-time to the performance of the Services required by this Agreement.

XI. State and Federal Licenses. The Consultant represents and warrants that all employees and personnel associated shall comply with federal, state, and local laws requiring any required licenses, permits, and certificates necessary to perform the Services under this Agreement

XII. Indemnity. Consultant shall release, defend, indemnify, and hold harmless the Client and its officers, agents, and employees from all suits, actions, or claims of any character, name, or description including reasonable attorney fees, brought on account of any injuries or damage, or loss (real or alleged) received or sustained by any person, persons, or property, arising out of services provided under this Agreement or Consultant's failure to perform or comply with any requirements of this Agreement including, but not limited to any claims for personal injury, property damage, or infringement of copyright, patent, or other proprietary rights. Client reserves the right to retain whatever funds which would be due to the Consultant under this Agreement until such suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and satisfactory evidence to that effect furnished.

XIII. Confidentiality & Proprietary Information. The Consultant acknowledges that it will be necessary for the Client to disclose certain confidential and proprietary information to the Consultant in order for the Consultant to perform their duties under this Agreement. The Consultant acknowledges that disclosure to a third (3rd) party or misuse of this proprietary or confidential information would irreparably harm the Client. Accordingly, the Consultant will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Client without the Client's prior written permission except to the extent necessary to perform the Services on the Client's behalf.

Proprietary or confidential information includes, but is not limited to:

- a.) The written, printed, graphic, or electronically recorded materials furnished by Client for Consultant to use;
- b.) Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of, business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind, sales projections, and pricing information; and
- c.) Information belonging to customers and suppliers of the Client about whom the Consultant gained knowledge as a result of the Consultant's Services to the Client.

Upon termination of the Consultant's Services to the Client, or at the Client's request, the Consultant shall deliver all materials to the Client in the Consultant's possession relating to the Client's business. The Consultant acknowledges any breach or threatened breach of confidentiality under this Agreement will result in irreparable harm to the Client for which damages would be an inadequate remedy.

Therefore, the Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of confidentiality. Such equitable relief shall be in addition to Client's rights and remedies otherwise available at law.

Furthermore, proprietary information, under this Agreement, shall include:

a.) The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, works-in-progress and deliverables, will be the sole property of the Client, and Consultant hereby assigns to the Client all right, title, and interest therein, including, but not limited to, all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights, and other proprietary rights therein. Consultant retains no right to use the Work Product and agrees not to challenge the validity of the Client's ownership in the Work Product.

XIV. Governing Law. This Agreement shall be governed under the laws in the State of Florida.

XV. Severability. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

XVI. Entire Agreement. This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Client and Consultant. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

Consultant's Signature RICHARD C. POWELL Date 3/27/2023

Print Name _____

Client's Signature _____ Date _____

Print Name _____

Sonja Markham

From: Melissa Solis <MSolis@flicities.com>
Sent: Thursday, March 30, 2023 7:02 AM
To: Sonja Markham
Subject: LSHA GL for Land and Buildings 2324 Quote
Attachments: LSHA 2023 James River Quote.pdf

Good morning Sonja,

RE: LSHA GL for Land and Buildings 2324 Quote

Please see attached the 2023-2024 quote offer and terrorism form for the above referenced.

Following review of the quote, the terms and scheduled locations are per expiring except for the newly added firearms exclusion.

Below is a summary of the current quote option:

Term / Condition	2023-24 Renewal
Admitted / Non-Admitted	Non-Admitted
Insurer	James River Insurance Company
Premium Components	
Premium	\$23,175
TRIA (Terrorism)	\$1,159 Add'l if Accepted (Declined previously)
Fees, etc.	\$275
Total Premium (Decline TRIA)	\$23,450
Minimum Earned Premium	25%
Limits	
Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Damage to Premises Rented to You	\$50,000
Completed Ops	\$2,000,000
Medical Payments	Excluded
Assault & Battery (Each Occurrence)	\$25,000
Assault & Battery (Aggregate)	\$50,000
Deductible (Each Occurrence)	\$2,500

Coverage / Key Endorsements

Per expiring:

- Assault & Battery is included at a sublimit of \$25K each occurrence, \$50K in aggregate.
- HVAC and Hostile Fire givebacks for the pollution exclusion.
- Any and all hospital/medical/healthcare operations continue to be excluded.

New additions:

- Addition of Absolute Firearms Exclusion (specimen copy of endorsement attached for your reference)

To bind coverage, please email the following to me by **April 7, 2023**.

1. Completed, signed and dated ELECT or DECLINE terrorism form. Please make sure the ELECT or DECLINE box is checked.

If you have any questions, please feel free to ask me.

Thank you,
Melissa

Melissa J. Solis, CPCU, RMPE, CPM
Insurance Member Services Manager
Florida League of Cities, Inc.
PO Box 538135
Orlando FL 32853-8135
[direct] 407.367.1831
[toll free] 800.445.6248 x1831
[email] msolis@flcities.com
www.flcities.com



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Jencap Specialty Insurance Services, Inc.
1350 Broadway Suite 602
New York, NY 10018

INSURANCE QUOTE COVER LETTER

DATE ISSUED: March 14, 2023

PRODUCER: EPIC - NY
350 Hudson
New York, NY 10014

INSURED: Lake Shore Hospital Authority
259 NE Franklin St
Lake City, FL 32055

INSURER: James River Insurance Company

COVERAGE: Commercial General Liability

POLICY PERIOD: 4/16/2023 TO 4/16/2024

12:01 A.M. STANDARD TIME AT THE LOCATION ADDRESS OF THE NAMED INSURED. THE ATTACHED James River Insurance Company QUOTE WILL BE TERMINATED AND SUPERSEDED UPON DELIVERY OF THE FORMAL POLICY(IES) ISSUED TO REPLACE IT.

PREMIUM: \$23,175.00

FEES: Policy Fee - Carrier (Taxable) \$275.00

TAXES:

TOTAL: \$23,450.00

25% MINIMUM EARNED PREMIUM AT INCEPTION.

Premium referenced does not include Terrorism Coverage. Should the Insured elect to purchase TRIA, the additional premium will be \$1,159.00

SUBJECT TO: see attached

COMMISSION: 10% of premium excluding fees and taxes

PREMIUM PAYMENT IS DUE WITHIN TWENTY (20) DAYS FROM EFFECTIVE DATE UNLESS OTHERWISE STIPULATED.

THE TERMS AND CONDITIONS OF THE ATTACHED James River Insurance Company QUOTE MAY NOT COMPLY WITH THE SPECIFICATIONS SUBMITTED FOR CONSIDERATION. PLEASE READ THE ATTACHED James River Insurance Company QUOTE CAREFULLY AND COMPARE IT AGAINST YOUR SPECIFICATIONS.

IN ACCORDANCE WITH THE INSTRUCTIONS OF THE ABOVE-MENTIONED INSURER, WHICH HAS ACTED IN RELIANCE UPON THE STATEMENTS MADE IN THE RETAIL BROKER'S SUBMISSION FOR THE INSURED, THE INSURER HAS OFFERED THE FOLLOWING James River Insurance Company QUOTE.

THIS IS NOT A BINDER OF INSURANCE. THE ATTACHED IS A QUOTE SUBJECT TO THE SPECIFIED CONDITIONS, AND MAY BE WITH-DRAWN AT ANY TIME, PRIOR TO ACCEPTANCE.

AUTHORIZED REPRESENTATIVE

Tyler Schuldt

Tyler.Schuldt@jencapgroup.com

(347) 338-3405

TOTAL NUMBER OF PAGES: 2

INSURED: Lake Shore Hospital Authority

DATE ISSUED: March 14, 2023

Reference #: 0057043A



Quote

P.O.Box 27648, Richmond, VA 23261;

Quotes are valid for 30 days from the Quote Date shown below and subject to all conditions listed below. Coverage may not be bound without confirmation in writing from the Company.

Attention: Suzanne Halpern
Firm: Jencap Specialty Services, Inc.
 (New York)
Applicant: Lake Shore Hospital Authority

Quote Date: 3/14/2023

Proposed Policy Term: 4/16/2023 to 4/16/2024
Renewal of: 00114621-1
Description of Operations: Vacant Buildings and Vacant Land

Submission No.: 3563305

Division: General Casualty
Company: James River Insurance Company

Terms and Conditions:

Coverage		Deductible
GL Occurrence		\$2,500 (Per Occurrence)
Limits		Limit Amount
General Aggregate		\$2,000,000
Products and Completed Operations Aggregate		\$2,000,000
Personal & Advertising Injury		\$1,000,000
Each Occurrence		\$1,000,000
Damage to Premises Rented to You		\$50,000
Medical Expenses		Excluded
Sublimits		Occurrence
Assault & Battery - GL Only		\$25,000
		Aggregate
		\$50,000
Class	Exposure	Description
68606	118,159 Area	Vacant Buildings - not factories - Other than Not-For-Profit
68606	3,323 Area	Vacant Buildings - not factories - Other than Not-For-Profit
68606	7,788 Area	Vacant Buildings - not factories - Other than Not-For-Profit
68606	10,441 Area	Vacant Buildings - not factories - Other than Not-For-Profit
68606	2,000 Area	Vacant Buildings - not factories - Other than Not-For-Profit
49451	4 Acreage	Vacant Land - Other than Not-For-Profit
49451	4 Acreage	Vacant Land - Other than Not-For-Profit
68606	11,065 Area	Vacant Buildings - not factories - Other than Not-For-Profit
49451	4 Acreage	Vacant Land - Other than Not-For-Profit
Forms		
See attached schedule		



Quote

P.O.Box 27648, Richmond, VA 23261; (804) 289-2700.

Quotes are valid for 30 days from the Quote Date shown below and subject to all conditions listed below. Coverage may not be bound without confirmation in writing from the Company.

Premium:	\$23,175	TRIA (Optional):	\$1,159
Minimum Earned Percent:	25%	Company Fee:	\$275



Quote

P.O.Box 27648, Richmond, VA 23261;

Quotes are valid for 30 days from the Quote Date shown below and subject to all conditions listed below. Coverage may not be bound without confirmation in writing from the Company.

Please Review quote terms and conditions carefully as coverages and terms offered may not match those requested.

Audit Information

Frequency

Non-Applicable

Type

Non-Applicable

Contingencies:

This quote is being offered on a surplus lines basis on a 100% minimum and deposit premium basis, 25% minimum earned. All taxes, fees and filings (if applicable) are the responsibility of the broker. Coverage is not bound without confirmation in writing from the Company.

- Subject to receipt of the signed & dated Acords, TRIA Letter and SL Tax Form - upon binding.

Forms to be Attached (Please click form number to open a specimen copy in another browser window):

ILP001-0104	US Treasury Departments Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders
AP0100US-0403	Privacy Policy
MC0001US-0416	Commercial General Liability Declarations
GC0001US-0304	Schedule A
CG0001-1207	Commercial General Liability Coverage Form
AP2103US-0607	Minimum Policy Premium
GC2002US-0813	Water Limitation - Property Damage
MC2105US-1016	Deductible Endorsement - Damages and Expenses
MC2126US-0913	Premium Base Endorsement
AP1013US-1119	Premium Audit Conditions Amended
AP2104US-1012	Common Policy Conditions
AP2107US-0403	Binding Arbitration
CG2139-1093	Contractual Liability Limitation
AP2008US-0712	Limitation of Coverage to Designated Premises
AP2045US-0411	Assault and Battery Limits of Liability Endorsement - Defense within Limits
AP2063US-1010	Classification Limitation Endorsement
CG0068-0509	Recording and Distribution of Material or Information in Violation of the Law Exclusion
CG2107-0514	Exclusion - Access or Disclosure of Confidential or Personal Info and Data-Related Liability - Limited BI Exception Not Incl
CG2136-0305	Exclusion - New Entities
CG2147-1207	Employment-Related Practices Exclusion
CG2167-1204	Fungi or Bacteria Exclusion
CG2238-0798	Exclusion - Fiduciary or Representative Liability of Financial Institutions
CG2244-0798	Exclusion - Services Furnished By Healthcare Providers
IL0021-0908	Nuclear Energy Liability Exclusion
AH2309US-1003	Exclusion - Designated Operations <Any and all hospital operations>
AP2029US-0222	Combined Policy Exclusions
AP2031US-0411	Exclusion - Cross Suits
AP2061US-0408	Absolute Pollution and Pollution Related Liability Exclusion - with Hostile Fire/HVAC Exceptions
AP2102US-0403	Communicable Disease Exclusion
GC2141US-0107	Exclusion - Construction Activities
GC2722US-0621	Exclusion - Absolute Firearms Hazards
MC2139US-0403	Exclusion - Coverage C - Medical Payments
AP5027R-0115	Rejection of Coverage for Certified Acts of Terrorism Coverage



Quote

P.O.Box 27648, Richmond, VA 23261;

Quotes are valid for 30 days from the Quote Date shown below and subject to all conditions listed below. Coverage may not be bound without confirmation in writing from the Company.

[CG2175-0115](#)

Exclusion of Certified Acts of Terrorism and Exclusion of Other Acts of Terrorism Committed Outside the United States

THE TRIA SELECTION OR REJECTION FORM (AP5001) AND THE REQUEST FOR TAX PAYER INFORMATION (AP5000) ARE ATTACHED AND MUST BE RETURNED ALONG WITH YOUR REQUEST TO BIND. THANK YOU.



Quote

P.O.Box 27648, Richmond, VA 23261;

Quotes are valid for 30 days from the Quote Date shown below and subject to all conditions listed below. Coverage may not be bound without confirmation in writing from the Company.

POLICYHOLDER DISCLOSURE NOTICE

SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act (TRIA), effective November 26, 2002, as extended, you have a right to purchase insurance coverage for losses arising out of certified acts of terrorism. The term "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. There is a \$100 billion dollar annual cap on losses arising out of acts of terrorism described above.

YOU SHOULD KNOW THAT TERRORISM COVERAGE REQUIRED TO BE OFFERED BY THE ACT FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THIS FORMULA, THE UNITED STATES PAYS A PERCENTAGE OF THAT PORTION OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS TERRORISM COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

You have the right to purchase coverage for losses from certified acts of terrorism as described above. You must elect or reject coverage before the effective date of this policy. If we do not receive notification that you elect coverage, an exclusion for terrorism will be attached to your policy and you will not be covered for terrorist acts.

YOU MUST SELECT ONE OF THE FOLLOWING BY PLACING AN "X" IN THE APPROPRIATE BOX AND SIGNING THE FORM BELOW

- ELECT: I hereby elect to purchase the Terrorism Coverage required to be offered under the Act for a premium of \$1,159.
- DECLINE: I decline to purchase the Terrorism Coverage required to be offered under the Act. I understand that I will have no coverage for loss or damage resulting from acts of terrorism.

REMEMBER TO SELECT OR REJECT TERRORISM COVERAGE ABOVE AND SIGN AND DATE THE FORM BELOW. Return this form to your insurance agent. This selection or rejection notice must be received by the Company on or before the effective date of the policy.

Insured Name	Submission Number
Lake Shore Hospital Authority	3563305
Policyholder/Applicant's Signature	Insurance Company
	James River Insurance Company
Print Name/Date	Policy Number

AP 5001US 01-15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ABSOLUTE FIREARMS HAZARDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

- A. The following exclusion is added to the Commercial General Liability Coverage Part, Paragraph 2. **Exclusions** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2. **Exclusions** under **Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to:

Absolute Firearms Hazards

"Bodily injury", "property damage" or "personal and advertising injury" based upon, directly or indirectly arising out of, resulting from, or in any way involving: the ownership, sale, rental, maintenance, use or discharge of any firearm by anyone.

- a. This exclusion applies to any claim or "suit" regardless of whether a firearm is the initial precipitating cause or is in any way a cause of any injury or damage and regardless of whether any other actual or alleged cause, event, material or instrumentality contributed concurrently, proximately, or in any other sequence to such injury or damage, including regardless of whether any actual or alleged injury or damage arises out of a chain of events that includes firearm(s).
 - b. In the event a claim or "suit" against the insured involves a firearm, then this exclusion shall apply to preclude coverage for the entire claim or "suit" even if any portion of the claim or "suit" would have been covered or a duty to defend was owed by us in the absence of a firearm.
 - c. This exclusion also applies notwithstanding any other coverage part provided by this Policy, or any sublimited coverage that may otherwise be provided by this Policy.
 - d. For the purposes of this exclusion Paragraph 7. **Separation Of Insureds of Section IV Conditions** does not apply.
- B. The following exclusion is added to the Liquor Liability Coverage Part, Paragraph 2. **Exclusions** under **Section I – Liquor Liability Coverage**:

This insurance does not apply to:

Absolute Firearms Hazards

"Bodily injury", "property damage" or "injury" based upon, directly or indirectly arising out of, resulting from, or in any way involving: the ownership, sale, rental, maintenance, use or discharge of any firearm by anyone.

- a. This exclusion applies to any claim or "suit" regardless of whether a firearm is the initial precipitating cause or is in any way a cause of any injury or damage and regardless of whether any other actual or alleged cause, event, material or instrumentality contributed concurrently, proximately, or in any other sequence to such injury or damage, including regardless of whether any actual or alleged injury or damage arises out of a chain of events that includes firearm(s).
- b. In the event a claim or "suit" against the insured involves a firearm, then this exclusion shall apply to preclude coverage for the entire claim or "suit" even if any portion of the claim or "suit" would have been covered or a duty to defend was owed by us in the absence of a firearm.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- c. This exclusion also applies notwithstanding any other coverage part provided by this Policy, or any sublimited coverage that may otherwise be provided by this Policy.
- d. For the purposes of this exclusion Paragraph 7. **Separation Of Insureds of Section IV Conditions** does not apply.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Staff Report
April 10, 2023 Regular Meeting

NEW	0
RENEW	4
INELIGIBLE (INCOME OR OTHER)	0
TOTAL CLIENTS SEEN IN OFFICE IN MARCH	4
ACTIVE MEMBERS	27
PUBLIC VISITS	14
PRIMARY CARE VISITS – 4 LOCATIONS	
January, 2023	13
YTD (Fiscal year October – Sept)	79
PHARMACY USAGE	
February 2023	
PATIENTS SERVED	3
RX'S FILLED	15