

LAKE SHORE HOSPITAL AUTHORITY
BOARD OF TRUSTEES

Regular Meeting – July 10, 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

Also

Present: Dale Williams, Executive Director
Todd Kennon, Attorney
Cynthia Watson, LSHA Staff
Richard Powell, Accountant
Sonja Markham, LSHA Staff
Karl Plenge, NOC
Lauren Cohn, Meridian
Morgan McMullen, Reporter

8 participants participated in the LSHA Virtual Regular Board Meeting.

CALL TO ORDER

Chairman Beil called the in person/virtual July 10, 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. Don Kennedy. All in favor. **Motion carried.**

INDIVIDUAL APPEARANCES

Barbara Lemley. (zoom)

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 – Disposition of Record Storage Building

Mr. Williams updated the Trustees of conversations with Mr. David Kraus and Mr. Jay Swisher. Mr. Williams hopes to have a draft agreement for use of the storage building between the County and the Authority by the August board meeting.

Discussion and possible action – Three (3) trailers

Mr. Williams updated the Trustees on the trailers. Mrs. Chancy has requested to view the contents of the trailer. Mr. Williams hopes for an update regarding the trailers at the August meeting.

FY 2023-2024 Budget

Mr. Williams explained to the Board the need for establishing the “Maximum Millage Rate” for the fiscal year 2023-2024. Comments by Mr. Powell. Discussion. Chairman Beil asked for a Motion to set the Maximum Millage Rate. **Motion** by Mr. Stephen Douglas to continue the

DRAFT

Page 2

LSHA - Regular Meeting Minutes

July 10, 2023

current millage rate at 0.0001%. **Second** by Mr. Don Kennedy. Mr. Douglas and Mr. Kennedy in favor of the .0001 millage rate. Mrs. Chancy opposed. Motion failed.

Discussion. **Motion** by Mrs. Lory Chancy to set the Trim Notice Maximum Millage Rate at .01. There was not a Second. Motion failed. Discussion regarding default.

Establish Public Hearing Dates

Mr. Williams suggested the first budget meeting would be September 11, 2023, at 5:15 pm and the final budget hearing on September 18, 2023, at 5:15 pm. Discussion. If September 18th does not work out, the Authority's plan B would be to have the final hearing on September 25, 2023.

Motion by Mr. Don Kennedy to establish the first Budget Hearing on September 11, 2023, at 5:15 pm and the final budget hearing on September 18, 2023, at 5:15 pm. **Second** by Mr. Stephen Douglas. All in favor. **Motion carried.** There will not be a Budget Workshop.

Further discussion on setting the millage rate for the FY 2023-2024. **Motion** by Mr. Don Kennedy to set the Maximum Millage Rate at 0.0001 for the 2023-2024 Budget Fiscal Year. **Second** by Mr. Stephen Douglas. All in favor. **Motion carried.**

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

Mr. Kennon informed the Trustees a ground Lease has been prepared. A plan for the equipment lease and the financials is in the works. More updates will be available at the August meeting.

Update – Contract with Meridian Behavioral Healthcare

The Agreement for the Purchase and Sale of Real Property has been received. The weekly telephone conferences between Meridian staff and Authority will be this Wednesday (July 12th). Special Meetings will be held soon.

UNFINISHED BUSINESS

None.

STAFF REPORT

The staff report is in the Trustee packets.

BOARD MEMBER COMMENTS

Comments by Mrs. Chancy.

Update – Demolition of the Bedoya Building

Mr. Williams informed the Board the “Notice to Proceed” for the demolition of the Bedoya building was issued on June 17, 2023. Based on progress made to date, the contractor should have no issues completing the scope of work within the contract time frame.

DRAFT

Page 3
LSHA - Regular Meeting Minutes
July 10, 2023

Chairman Beil adjourned meeting. Meeting adjourned.

Respectfully submitted,

Lory Chancy, Secretary/Treasurer

Date of Approval

**FLORIDA LEAGUE OF CITIES
SPONSORED INSURANCE PROGRAMS
DECLARATIONS**

I. DESIGNATED MEMBER: Lake Shore Hospital Authority

Address: PO Box 988
Lake City, FL 32056

II. COVERAGE PERIOD

From October 1, 2022 to October 1, 2023

12:01 A.M. Standard Time at the address of the Designated Member.

III. AGREEMENT NUMBER

Florida Municipal Insurance Trust (FMIT) FMIT #1255

IV. COVERAGES INCLUDED

Automobile
Property
Workers' Compensation

V. ESTIMATED ANNUAL PREMIUM

Normal Premium	Expense Constant	Incentive Credit	Net Premium
\$192,628	\$160	\$(1,334)	\$191,454



Signature of Authorized Representative

October 1, 2022

Date

**FLORIDA MUNICIPAL INSURANCE TRUST
PROPERTY, ALLIED LINES AND CRIME
DECLARATIONS**

I. DESIGNATED MEMBER
Lake Shore Hospital Authority

Agreement No.: FMIT #1255

II. GOVERNMENT DESCRIPTION
District

III. COVERAGE PERIOD
From October 1, 2022 to October 1, 2023 12:01 A.M. Standard Time at the address of the Designated Member.

	Premium Basis	Deductible/ Type	Limit	Net Premium
IV. Property and Allied Coverages				\$187,863
Real Property*		\$2,500	\$45,922,469	Included
Personal Property		\$2,500	\$80,000	Included
Named Storm Coverage and Percentage Deductible		Refer to Your NS Deductible Endorsement NS-A or NS-B /2%, 3% or 5% of damages incurred		
Coinsurance:	Agreed Amount			
Valuation Basis:	Replacement Cost			
Blanket**:	Yes			
Inflation Guard:	No			
Non-scheduled PITO Sub-Limit*			\$470,000	Included
Time Element				
Business Income	Per Extension	\$0		Included
Extra Expense	Per Extension	\$0		Included
Inland Marine	Valuation Basis:	Per Schedule		
Valuable Papers	Per Extension	\$0		Included
Accounts Receivable	Per Extension	\$0		Included
Crime				
Computer and Funds Transfer Fraud		None	\$50,000	Included
Bond				
Faithful Performance Blanket Bond		\$0	\$100,000	Included
Employee Theft - Per Loss Coverage		None	\$100,000	Included

V. The FMIT Property Coverage Agreement (hereafter, "Property Coverage Agreement" or "Coverage Agreement") shall include all and only those Forms, Endorsements and Schedules referenced in **Schedule C.**

VI. ESTIMATED ANNUAL PREMIUM

	Normal Premium
Florida Municipal Insurance Trust (FMIT)	\$187,863

Florida League of Cities Sponsored Insurance Programs Since 1977

THIS DECLARATIONS AND THE SUPPLEMENTAL DECLARATIONS, TOGETHER WITH THE COMMON CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS COMPLETE THE ABOVE NUMBERED AGREEMENT.

*Real Property limit is inclusive of Non-scheduled PITO Sub-Limit.

**If a blanket limit is selected, the blanket limit applies only to Covered Property at locations contained in the Member's Property Schedule, subject to all coverage exclusions, deductible requirement(s) and other provisions of the Coverage Agreement.

Sonja Markham

From: Tom Conley <TConley@flcities.com>
Sent: Saturday, July 15, 2023 4:03 PM
To: Sonja Markham
Subject: renewal premiums
Attachments: 1255 Lake Shore Hospital 23.24 Renewal.pdf; What is Happening to my Rates.pdf; Why should we remain with FMIT.pdf

Hi Sonja,

I just got these figures in today, and wanted to get them to you ASAP. As you've no doubt heard, the property insurance market in Florida is a real mess. Rates are up dramatically for all carriers, so you'll notice a sharp increase there. I've included some flyers explaining it.

Tom Conley

Account Executive
Florida League of Cities, Inc.
850.251.8722
www.flcities.com





RENEWAL QUOTE FOR 2023-2024

Lake Shore Hospital Authority
FMIT 1255

<u>Coverage</u>	<u>Deductible</u>	<u>Limit</u>	<u>Premium</u>
Automobile Liability	\$0	\$500,000	\$750
Deductible Stoploss Amount	\$0		
Property	\$2,500	\$46,002,469	\$291,321
Workers' Compensation	\$0	Total Payroll	
Experience Modification	1.00 10/1/17	\$242,228	\$3,029
TOTAL NET PREMIUM			\$295,100

Please Note: All descriptions of coverage provided herein are intended for illustration and general discussion purposes. Do not rely upon this communication for coverage. Refer to the FMIT Coverage Agreement(s) for applicable coverage terms, conditions, limits and obligations.

The premiums quoted above are priced according to the coverage lines presented. Any change or deletion of coverages may result in re-pricing of remaining coverage lines.

*Please see next page for options if applicable.



RENEWAL QUOTE FOR 2023-2024

Lake Shore Hospital Authority
FMIT 1255

DEDUCTIBLE / LIMIT OPTIONS

<i>Property - Wind Coverage</i>	<i>Named Storm Deductible</i>	<i>Annual Premium</i>	<i>Check Option</i>	
			<i>Accepted</i>	<i>Rejected</i>
Option 1	5%	\$291,321	<input type="radio"/>	<input type="radio"/>
Option 2	7.5%	\$250,536	<input type="radio"/>	<input type="radio"/>
Option 3	10%	\$218,490	<input type="radio"/>	<input type="radio"/>

* 5%, 7.5% or 10% (as selected above) of total insured value per location or a minimum of \$10,000 whichever is greater each and every loss, each location.

Please note: All descriptions of coverage provided herein are intended for illustration and general discussion purposes. Do not rely upon this communication for coverage. Refer to the FMIT Property Coverage Agreement for applicable coverage terms, conditions, limits, and obligations.

Special Note: The 5% Named Storm Deductible option will be the default option unless FMIT is notified otherwise by completing and returning this form to your Account Executive.



May 15, 2023

Dale Williams
Sent via email: dale@lakeshoreha.org

MAYOR - COUNCIL MEMBER
STEPHEN M. WITT

COUNCIL MEMBERS

JAKE HILL, JR.
RICKY JERNIGAN
TODD SAMPSON
CHEVELLA YOUNG

CITY MANAGER

PAUL DYAL

CITY CLERK

AUDREY E. SIKES

CITY ATTORNEY

THOMAS J. KENNON, III

Re: Lake Shore Hospital Authority Conveyance to City of Lake City

Dear Mr. Williams:

The City Council has requested that I contact you to determine if the Trustees of the Lake Shore Hospital Authority would consent to the City of Lake City owning and utilizing all or some of the twelve (12) lots deeded to the City on or about February 3, 2020, without the necessity of having to construct a City Hall on a portion of the lots. As you are aware, the City has four (4) years to construct the required building before the reverter clause becomes applicable. The City is planning to conduct future workshops and meetings to discuss whether there is a need for a newly constructed City Hall on the lots conveyed to the City by the Authority. I will make every effort to keep you informed as to the Council's decisions regarding this issue.

I thank you in advance for your consideration of this request. If you have any questions or wish to further discuss this issue, please do not hesitate to contact me.

Sincerely,

Paul Dyal, City Manager

COMMERCIAL OFFICE SPACE LEASE AGREEMENT

LESSOR:

Lake Shore Hospital Authority
259 NE Franklin Street, Suite 102
Lake City, Florida 32055

LESSEE:

Your ER Solution, LLC
d/b/a EM PALS
4474 NW 159th Drive
Newberry, FL 32669

WHEREAS, the LAKE SHORE HOSPITAL AUTHORITY, a body politic of the State of Florida, (hereinafter the "Lessor" and the "Authority"), maintains a commercial building located at 348 NE Methodist Terrace, Lake City, Florida 32055 (hereinafter the "Property" and the "Premises") within which commercial office space is vacant; and

WHEREAS, Your ER Solution, LLC d/b/a EM PALS-Emergency Medicine Physicians at Lake Shore (hereinafter "EM PALS"), a Florida limited liability company, (hereinafter the "Lessee"), is desirous of leasing the above-described commercial office space for providing emergency care related purposes; and

WHEREAS, the Authority has determined that this *Commercial Office Space Lease Agreement* meets the mission and purpose mandated by Law of the Authority.

NOW, THEREFORE, for and in consideration of good and valuable considerations and the covenants, conditions and agreements as are hereinafter set forth, the Lessor and Lessee agree as follows:

1. **PREMISES; INSPECTIONS; AS IS:** The Lessor leases and Lessee does rent and hire from the Lessor, the Property (hereinafter the "Premises" or "Property").

It is the responsibility of the Lessee, at the Lessee's sole expense, to satisfy itself, prior to the execution of this Agreement, as to the title and condition of the Premises including, without limitation, title to the Premises, matters of record in the Official Records, of Columbia County, building regulations, and permits. Lessor makes no warranties or representations to the Lessee, and the Lessee agrees the Lessor has made no warranty or representation respecting the condition of the Premises, or applicability of the uses contemplated by the Lessee, or the applicability of any covenants or restrictions of public record, except as otherwise expressly provided herein. Lessee further acknowledges it has had adequate opportunity to inspect the Premises hereunder prior to entering into this Agreement or has made adequate provision herein. Accordingly, the taking of possession of the Premises by the Lessee shall be conclusive evidence that the Premises were in good and satisfactory condition when possession

was taken by Lessee. The Authority shall maintain the leased premises in good repair and condition. EM PALS shall be responsible for any cleaning, maintenance, repair and/or replacement (reasonable wear and tear excepted) caused by EM PALS or its employees or agents, subject to reasonable wear and tear excepted.

2. **TERM:** ~~The term of this Lease shall be for twenty four (24) months in accordance with Florida law and upon the terms and conditions of this lease commencing when the Lessee takes possession of the Premises. Upon expiration, this Agreement will automatically renew for twelve (12) months periods unless either party gives at least ninety (90) days prior notice of non-renewal.~~ The term of this Lease shall be for twenty-four (24) months in accordance with Florida law and upon terms and conditions of this Lease commencing when the Lessee takes possession of the premises. Upon expiration, this Lease will renew for twelve (12) months if both parties consent in writing to the other prior to expiration.
3. **ABBREVIATED TERM:** Notwithstanding the Term of this Agreement and payments provided for herein, should the Practice be rendered unable to continue the practice of medicine during the Term of this Agreement for reasons of death or severe long-term illness or other physical or mental incapacity of the practicing physicians, this Agreement shall expire of its own accord on the last day of the first full month following Authority's receipt of such notice or upon vacation of the Leased Premises, whichever occurs later. In addition, this Lease will be terminated if the Authority ceases to exist or upon any other lawful reason.
4. **RENT:** As an inducement to the practice providing emergency medical services to the community, the Authority may offer the leased premises at less than fair market value. The rent shall be paid monthly, in advance, in the amount of \$_____ per month, together with all applicable sales tax. The rent shall be delivered by U.S. mail or hand delivered to Lake Shore Hospital Authority, 259 NE Franklin Street, Suite 102, Lake City, FL 32055 during regular business hours, and shall be considered paid upon receipt by Lessor. All payments required to be made by Lessee to Lessor pursuant to the Lease shall be deemed additional rent.
5. **NOTICES:** All notices required by law and by this Lease to be given by one party to the other shall be in writing, and the same may be served by certified mail, return receipt requested, to Lessor and Lessee or to such other address as Lessor or Lessee may so designate by writing to the other. Notice to Lessee may also be served by personal delivery.

Notices shall be sent to the following:

Lake Shore Hospital Authority
259 NW Franklin Street
Lake City, Florida 32055

Your ER Solution LLC
4474 NW 159th Drive
Newberry, FL 32669

6. **WARRANTIES OF TITLE AND QUIET POSSESSION:** The Lessor covenants that Lessor is seized of the demised premises and owner in fee simple thereof with the full right to make this Lease, subject to all matters of record, and covenants that the Lessee upon making payments of the rents and the keeping of the other covenants herein contained therefor shall have quiet and peaceful possession of the demised premises during the term hereof.
7. **USES ALLOWED AND PROHIBITED:** The Lessee shall use the Premises only for the providing of emergency related care. The Lessee shall not use or permit the Premises or any part of the Premises to be used for any unauthorized or unlawful purpose, or for any purpose other than as set forth above.
8. **EQUIPMENT LEASE:** The Authority leases to EM PALS, the equipment listed in Exhibit "B" (the "Leased Equipment), upon the terms and conditions herein:
 - a. EM PALS shall leave the Leased Equipment from the Authority during the term of the Lease Agreement. The Authority agrees to purchase or provide the equipment listed in Exhibit B.
 - b. EM PALS shall be responsible for any necessary cleaning or disinfecting of the leased equipment at the end of each period of use by EM PALS.
 - c. EM PALS shall immediately advise the Authority of any malfunction or damage to the Leased Equipment. EM PALS shall be responsible for any damage caused by use by EM PALS or its employees or agents of the Leased Equipment, reasonable wear and tear excepted, and the Authority shall be responsible for any necessary replacements of the Leased Equipment. EM PALS shall maintain a maintenance contract for the Leased Equipment, naming the Authority as an additional insured and provide the Authority with a copy of the maintenance contract within ten (10) days of the Leased Equipment being utilized by EM PALS.

- d. EM PALS shall have the exclusive right to bill any patient or payor for any service performed using the Leased Equipment during the period that EM PALS operates the Leased Equipment.
9. **COMPLIANCE WITH LAWS:** During the term of this Lease, the Lessee shall comply with all local, state, and federal laws and regulations, breach of which shall be cause for cancellation of this Lease. The Lessee shall at all times maintain all required and applicable licensing and permits. The Lessee further covenants that the said premises shall not be used for any purpose which might cause forfeiture of the Lessor's title to the said premises.
10. **SIGNS:** Except with the prior written approval of Lessor, which approval shall not be unreasonably withheld, Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior of the demised premises.
11. **LESSORS RIGHT OF ENTRY:** The Lessee at all times shall permit Lessor or its agents to enter into and upon the premises for the purpose of inspection, or the making of repairs, replacements, or additions in, to, on and about the premises or the building that Lessor deems necessary or desirable.
12. **INTERRUPTION OF SERVICES OR USE:** Interruption or curtailment of any service maintained in the building, if caused by strikes, mechanical difficulties, or any causes beyond Lessor's control whether similar or dissimilar to those enumerated, shall not entitle Lessee to any claim against lessor or to any abatement in rent, and shall not constitute constructive or partial eviction unless lessor fails to take reasonable measures to restore the service without undue delay. If the premises are rendered untenable in whole or in part, for a period of thirty (30) business days, by the making of repairs, replacements, or additions, other than those made with lessee's consent or caused by misuse or neglect by lessee or lessee's agents, servants, visitors, or licensees, there shall be a proportionate abatement of rent during the period of untenability.
13. **CONDITIONS OF LESSOR'S LIABILITY:** Lessee shall not be entitled to claim a constructive eviction from the premises unless Lessee has first notified Lessor in writing of the condition or conditions giving rise to the eviction. If the complaints are justified, and Lessor has failed within a reasonable time after receipt of the notice to remedy the conditions, Lessee is entitled to claim a constructive eviction.
14. **RENOVATIONS, REPAIRS, AND MAINTENANCE:** Lessee agrees to obtain the written consent of Lessor prior to the initiation of renovations, to any degree, to the Premises. Notwithstanding

anything else contained herein, Lessee shall be entitled to engage in ordinary decoration, arrangement, and related activities, including wall-hanging (with customary hanging tools and techniques) in the Premises without Lessor consent. Further, Lessee agrees that the interests, in the Premises, of the Lessor shall not be subject to liens for improvements made by the Lessee as such liens are prohibited pursuant to Chapter 713, Florida Statutes. ~~¶~~The Lessee shall notify the contractors making any such improvements of this provision, and the knowing or willful failure of the Lessee to provide such notice to the contractors shall render any contracts between the Lessee and the contractors voidable at the option of the contractor, all pursuant to Florida law.

15. **PREMISES IMPROVEMENTS UPON TERMINATION**: Lessee may, at its own expense and only upon written approval by Lessor, make alterations and improvements to the Premises as necessary for the conduct of its business. Lessee specifically agrees that any and all improvements, except signs, equipment and trade fixtures installed, located upon the said premises shall become the property of the Lessor upon termination of this lease.
16. **ACCUMULATION OF WASTE OR REFUSE**: Lessee shall not permit the accumulation of waste or refuse matter on the Premises or anywhere in or near the building.
17. **UTILITIES**: Lessee agrees to pay all charges related to telephone and internet utilities, electricity, water, sewer, and gas utilities.
18. **INSURANCE**: Lessee agrees to insure its property at all times. Lessee agrees that Lessor shall not be held liable for any loss or damage to Lessee's property. EM PALS agrees to and shall procure and maintain insurance during the term of this Lease Agreement and shall provide proof of the following insurance coverages, to the Authority at the time of the execution of this Lease Agreement.
 - a. Comprehensive commercial general liability insurance covering as insured EM PALS and the Authority with limits of liability of not less than \$1,000,000.00 per occurrence and aggregate, for coverage of bodily injury or death to any person or persons, property damage, premises-operations, independent contractors, products/completed operations; and
 - b. Worker's compensation insurance for the benefit of the employees of EM PALS, as required by the laws of the State of Florida.

Providing and maintaining adequate insurance coverage is a material obligation of this Lease Agreement. This Lease Agreement limit the types of insurance Contractor may desire to obtain or be required to

obtain by law. The limits of coverage under each policy maintained by EM PALS shall not be interpreted as limiting the EM PALS' liability or obligations under this Lease Agreement. All insurance policies shall be through Insurers authorized to write policies in Florida. All certificates shall provide that the policy or policies of insurance shall not be changes or canceled until at least ten (10) days prior written notice shall have been given to the Authority. As to insurance other than workers compensation and professional liability insurance, the coverage shall name the Authority as an additional insured for the Authority's vicarious liability resulting from the conduct of EM PALS and other employed or utilized sub-Contractors in the performance of the services provided by EM PALS.

19. **INDEMNIFICATION OF LESSOR AND LIABILITY:** Lessee agrees to protect, defend, reimburse, indemnify and hold the Lessor, its agents, employees and officers and each of them forever, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including reasonable attorney fees) and causes of action of every kind and character (this is to the extent allowed by law, and except to the extent caused by the Lessor's gross negligence or intentional misconduct) by reason of any damage to property, or the environment, or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, or any other person whomsoever, or any governmental agency, arising out of or incident to or in connection with the Lessee's performance under this Agreement, the Lessee's use or occupancy of the Premises, the Lessee's acts, omissions or operations hereunder or the performance, non-performance or purported performance of this Agreement or any breach of the terms of this Agreement. Lessee recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the Lessor in support of this indemnification in accordance with the laws of the State of Florida. Compliance with any insurance requirements herein shall not relieve the Lessee of its liability or obligation to indemnify the Lessor as set forth in this Article. Notwithstanding anything to the contrary in the foregoing or within this Agreement, the Lessor shall not relinquish or waive any of its rights as a sovereign local government and the Lessor reserves all rights and defenses under applicable sovereign immunity law.

20. **ASSIGNMENT AND SUBLETTING:** The Lessee shall not assign nor sublet its right, title or interest in or to all or any portion of the Premises or the leasehold improvements without first obtaining the prior written consent of the Lessor, provided, however, that such consent shall not be unreasonably withheld; and provided further that

the Lessee shall remain directly and primarily liable for the performance of the terms and conditions of this Lease; provided further that no such assignment or subletting shall be made to any person for any purpose other than that set forth in this Lease.

21. **ENVIRONMENTAL ISSUES:** Notwithstanding anything to the contrary in this Lease, Lessor assumes sole and full responsibility for compliance with all applicable federal, state and local environmental statutes, regulations and ordinances related to this commercial office building and the land it resides upon and shall indemnify, defend, save and hold harmless Lessee, its directors, officers, agents and employees from and against any and all claims, demands, losses and liabilities (including reasonable attorney's fees) resulting from any alleged or actual violation thereof. The provisions of this paragraph shall survive the expiration or termination of this Lease.
22. **LESSEE'S DEFAULT; REMEDIES:** The occurrence of anyone or more of the following events shall constitute a default on the part of the Lessee: (1) the Lessee fails to pay when due any rental or any other sum of money payable hereunder on the date due; (2) the conduct of any business or performance of any acts on the Premises not specifically authorized in this Agreement; (3) the Lessee abandons, deserts or vacates the Premises; (4) the Lessee breaches or fails to comply with any other term, provision, covenant or condition of this Agreement; or (5) the Lessee breaches or fails to comply with any other term, provision, covenant or condition of any other agreement, contract or obligation with or to Lessor. Any or all of the foregoing shall hereinafter be referred to as "Events of Default".

Upon the occurrence of any of the above Events of Default, the Lessor shall give written notice of such default to Lessee at the address set forth under section 4, above. The effective date of notice shall be the date that the notice is placed in the U.S. Mail or posted on the premises by Lessor. If the default is for failure to pay rent or any other sum of money when due, then the Lessee shall have ten (10) days after the effective date of notice to cure. If the default is for any other Event of Default then the Lessee shall have thirty (30) days after the effective date of notice to cure, except that Lessee shall not be allowed an opportunity to cure a re-occurring Event of Default of the same type which has been previously noticed by the Lessor and cured by the Lessee.

If the Lessee fails to cure the default within the time allowed, Lessor shall thereafter have the option to exercise any remedy or right permitted by law or in equity. The Lessee shall fully reimburse and compensate the Lessor upon demand for any costs and expenses incurred in connection with any cure, correction or repair undertaken

by Lessor, which sums shall be deemed to be additional rent hereunder. In the event the Lessor relets the Premises, the Lessee shall pay the Lessor any deficiency between the amount received, if any, from such reletting, and the amount of rent and other fees payable by the Lessee hereunder, including Lessor's expenses in connection with re-entry, taking possession, repairing and reletting.

Notwithstanding the occurrence of any Event of Default, the Lessee shall remain liable to the Lessor for all payments payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless the Lessor elects to cancel this Agreement, the Lessee shall remain liable for and promptly pay any and all payments accruing hereunder until such time as this Agreement has been duly canceled.

23. **LESSOR'S DEFAULT; REMEDIES:** In the event Lessor shall default in performing any covenants, conditions or provisions herein binding upon Lessor, the Lessee shall give written notice of such default to Lessor at the address set forth under section 4, above. The effective date of notice shall be the date that the notice is placed in the U.S. Mail. The Lessor shall have thirty (30) days after the effective date of notice to cure, except that Lessor shall not be allowed an opportunity to cure a re-occurring default of the same type which has been previously noticed by the Lessee and cured by the Lessor.

If the Lessor fails to cure the default within the time allowed, Lessee shall thereafter have, in addition to the option to exercise any remedy or right permitted by law or in equity, the right to terminate this Lease, or at Lessee's option, to cure any such default of Lessor on behalf of and at the expense of Lessor, by having all necessary work performed and making all necessary payments in connection therewith and Lessor agrees to pay to Lessee forthwith the amount so paid by Lessee, together with interest thereon. In the event Lessor fails to reimburse Lessee for such amount within thirty (30) days after receipt of invoice therefore, Lessee shall be entitled to offset such amounts against monthly rent thereafter due hereunder.

24. **CLEANLINESS:** Lessee shall at all times keep the leased premises in a reasonably neat and orderly condition and clean and free from rubbish. Lessee will not store any unsightly materials, junk, garbage or debris of any kind upon the said premises and shall commit or suffer no waste of the said demised premises or maintain any nuisance therein.
25. **LATE PAYMENT PENALTY:** All lease payments that are not paid by the fifth day of each month are considered delinquent and shall be

assessed a ten (10) percent penalty which shall be considered a part of the rent and shall be due and payable with the rent payment.

26. **BANKRUPTCY:** The Lessee agrees that if Lessee is adjudged bankrupt or insolvent under the laws of the United States or any state, or makes a general assignment for the benefit of creditors, or if a receiver of the property of the Lessee is appointed and shall not be discharged within ninety days after such appointment, then the Lessor may, at its option, declare the termination of this Lease Agreement shall forthwith be entitled to immediate possession of the Premises.
27. **END OF TENANCY:** The Lessee will yield up the Premises and all additions thereto (except signs, equipment and trade fixtures installed) in as good and tenantable condition as the same are at the beginning of Lessee's occupancy, reasonable wear and tear, damage by fire and other casualties and condemnation appropriate by eminent domain excepted.
28. **SUBROGATION CLAUSE:** The Lessor and Lessee shall waive all rights, each against the other, and against those holding under or through the Lessor or Lessee, for damages caused by fire or other perils to the extent covered by insurance where such damages are sustained in connection with the occupancy of the Premises.
29. **LITIGATION VENUE AND WAIVER OF TRIAL BY JURY:** ~~The Lessor and Lessee waive the privilege of venue and agree that all litigation between them in the State Courts shall take place in Columbia County, Florida, and that all litigation between them in the Federal Courts shall take place in the United States District Court for the Middle District of Florida.~~ The Lessor and Lessee expressly agree that the venue of any and all litigation between them as a result of this Lease, or in any way connected with this Lease, shall be exclusively in the State Courts of competent jurisdiction in Columbia County, Florida, and that the parties hereto expressly waive trial by jury of all issues so triable.
30. **BENEFIT:** This lease and all of the covenants and provisions thereof shall inure to the benefit of and be binding upon the legal representative successors and assigns of the parties hereto.
31. **INVALIDITY OF PARTICULAR PROVISIONS:** If any clause or provision of this Agreement is or becomes illegal, invalid or unenforceable because of present or future laws or any rule, decision or regulation of any governmental body or entity, the intention of the parties hereto is that the remaining parts of this Agreement shall not be affected thereby.

- 32. **PREVAILING PARTY'S FEES:** If any legal action is commenced by either the Authority or EM PALS, to enforce its rights hereunder, then all attorneys' fees and other expenses incurred by the prevailing party in such action shall be promptly paid by the non-prevailing party.
- 33. **NON-WAIVER:** No waiver of any breach of any term, covenant, or condition of this Agreement by a party shall be construed as a waiver of that terms, covenant, or condition on any subsequent breach thereof.
- 34. **COUNTERPARTS:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which comprise one and the same instrument.
- 35. **ENTIRE AGREEMENT:** This lease represents the complete understanding between the Parties, and any prior agreements or representations, whether written or verbal, are hereby superseded. No agreement to modify this lease will be effective unless in writing and executed by the party against whom the modification is sought to be enforced. Any such modification on the part of the Lessor shall not be effective unless considered at a public meeting and approved by a majority vote of the Board of the Lessor.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in duplicate this ____ day of _____, 2023.

**LESSOR:
LAKE SHORE HOSPITAL AUTHORITY**

BY: _____
BRANDON BEIL, Chairman

ATTEST: _____

**LESSEE:
YOUR ER SOLUTION LLC
d/b/a EM PALS-EMERGENCY
MEDICINE PHYSICIANS AT LAKE
SHORE**

BY: _____

ATTEST: _____

Staff Report
August 14, 2023 Regular Meeting

NEW	0
RENEW	4
INELIGIBLE (INCOME OR OTHER)	0
TOTAL CLIENTS SEEN IN OFFICE IN JULY	4
ACTIVE MEMBERS	26
PUBLIC VISITS	11
PRIMARY CARE VISITS – 4 LOCATIONS	
June, 2023	7
YTD (Fiscal year October – Sept)	112
PHARMACY USAGE	
June	
2023	
PATIENTS SERVED	7
RX'S FILLED	28