

Draft

**LAKE SHORE HOSPITAL AUTHORITY  
BOARD OF TRUSTEES**

**Regular Meeting – October 9, 2023, 5:15 p.m.**

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

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

**Also**

**Present:** Dale Williams, Executive Director  
Cynthia Watson, LSHA Staff  
Karl Plenge, NOC  
Representative, Lake City Reporter  
Sonja Markham, LSHA Staff  
Todd Kennon, Attorney  
Richard Powell, Accountant

4 participants participated in the LSHA Virtual Regular Board Meeting.

**CALL TO ORDER**

Chairman Beil called the in person/virtual October 9, 2023, Regular Meeting to order at 5:25 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 (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 – Organizational Meeting**

**Election of Officers**

Chairman Beil opened the floor for nominations for Election of Chair. **Motion** by Mr. Don Kennedy to nominate Brandon Beil for Chair. Chairman Beil asked the other Trustees if they were interested in the Chair position. **Motion withdrew** by Mr. Don Kennedy. **Motion** by Mr. Don Kennedy to nominate Mr. Stephen Douglas for Chair for the 2023-2024 FY. **Second** by Mrs. Lory Chancy. All in favor. **Motion carried.**

Chairman Beil opened the floor for nominations for Election of Vice-Chair. **Motion** by Mr. Don Kennedy to nominate Mr. Brandon Beil for Vice-Chair for the 2023-2024 FY. **Second** by Mrs. Lory Chancy. All in favor. **Motion carried.**

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LSHA - Regular Meeting Minutes

October 9, 2023

Chairman Beil opened the floor for nominations for Election of Secretary/Treasurer. **Motion** by Mr. Don Kennedy to nominate Mrs. Lory Chancy for Secretary/Treasurer for the 2023-2024. **Second** by Mr. Stephen Douglas. All in favor. **Motion carried.**

Approval of 2024 Meeting Schedule

Mr. Dale Williams informed the Board the 2024 Meeting Schedule is in their packets and the schedule needs to be approved. There will be a conflict in November 2024, but we will discuss an alternate date closer to November 2024. **Motion** by Mr. Brandon Beil to approve the 2024 Meeting Schedule, **Second** by Mrs. Lory Chancy. All in favor. **Motion Carried.**

Acknowledge Receipt of the Lake Shore Hospital Authority Annual Financial Report for the FY ended 9-30-2022

Mr. Williams informed the Board that a copy of the Financial Report was distributed prior to the meeting. Mr. Williams has reviewed the audit and approves it. If Trustees have any questions, please contact Dale or Mr. Powell. **Motion** by Mr. Brandon Beil to acknowledge receipt of the Annual Report for the FY ended 9-30-2022. **Second** by Mr. Don Kennedy. All in favor. **Motion carried.**

Discussion and possible action – Mr. Todd Kennon - Contract with EM PALS (Emergency Physicians at Lake Shore)

Mr. Kennon informed the Trustees that they have not heard from EM PALS in the month of September or October. Mr. Kennon suggested waiting another month, and if at that time we have not heard from EM PALS we will take off the agenda until we receive something from EM PALS. Discussion re: other entities interested in the building. **Motion** by Mr. Brandon Beil to ask Mr. Kennon to contact EM PALS and make a decision on the Authority offer and if they have an interest in the building by Friday, October 27<sup>th</sup>. **Second** by Mrs. Lory Chancy. All in favor. **Motion carried.**

There will not be a LSHA Special Meeting in October due to Meridian not meeting until November.

Discussion and possible action – Contract with Meridian Behavioral Healthcare. Designation of special meeting date/time to consider contract approval

There is a red line copy of the Agreement for the Purchase and Sale of Real Property at the Trustees desk. If the Trustees find any issues with the agreement, they are to call Mr. Kennon. Discussion regarding the reverter clause. The agreement will go back on the Agenda for the November Board Meeting to be held on Monday, November 13<sup>th</sup>.

Discussion and possible action – Transportation expense reimbursement for primary care doctor – visits and transportation cost to testing/imaging appointments

Trustee Beil asked Mr. Williams to determine if the Authority could in any way assist our clients with transportation for services. Research will be continued, and this will be placed on the Agenda when more information is available.

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**UNFINISHED BUSINESS**

None.

**STAFF REPORT**

The staff report is in the Trustee packets.

**BOARD MEMBER COMMENTS**

Comments by Mrs. Chancy and Mr. Beil.

Chairman Beil adjourned meeting. Meeting adjourned.

Respectfully submitted,

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Lory Chancy, Secretary/Treasurer

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Date of Approval

## Sonja Markham

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**From:** Martin, Domonique <Domonique\_Soto@comcast.com>  
**Sent:** Thursday, October 12, 2023 10:33 AM  
**To:** Sonja Markham  
**Subject:** RE: Comcast Business Lady-- 36687130  
**Attachments:** LAKESHORE HOSPITAL AUTHORITY 36687130.pdf; LAKESHORE HOSPITAL AUTHORITY 922218937.pdf

Hey Sonja,

No problem! Attached are the updated copies and I have also updated the DocuSign.

The changes will look like this:

### Internet account

- Current \$298.65 pretax and fee
- New \$257.80 pretax and fee

### VoiceEdge account (phones)

- Current \$281.25 pretax and fee
- New \$191.65 pretax and fee

Thank you,

**Domonique Martin, Advanced Voice & Hospitality Retention Specialist – Central Division**  
**O: 877-761-7401**  
**E:Domonique\_Soto@comcast.com**

*Please give me a call to see if you can save up to \$500 per year on your wireless bill by switching to Comcast Business Mobile, or visit [ComcastBusiness.com/Mobile](https://ComcastBusiness.com/Mobile) for more information.*

# COMCAST BUSINESS

Comcast Business SmartOffice Licenses: **AL:** 001785, 001789; **AR:** 2536; **AZ:** ROC 307346, BTR 18286-0; **CA:** CSLB 1028256, ACO 7677; **CT:** ELC 0189754-C5, ELC 0202487- C5; **DE:** SSPS 13-225; **FL:** EF0000279; **GA:** LVU406354; **IL:** PACA 127-001555; **LA:** F2257; **MA:** 1499A1, 7067C, SS-002525; **MD:** 107-1937; **ME:** LM50017039; **MI:** 3601206519; **MN:** TS674413; **MS:** 15030170; **NC:** 1937-CSA; **NJ:** Burglar Alarm Business Lic. # 34BF00052000; **NM:**379095; **NY:** licensed by the N.Y.S. Department of State 12000317423; **OR:** CCB 199939; **SC:** BAC-13662; **TN:** ACL 2006, ACL 2002; **TX:** B18966; **UT:** 8788186-6501; **VA:** 2705151177, DCJS 11-15181; **VT:** ES-02366; **WA:** COMCABS846NU; **WASHINGTON, DC:** ECS 904217, BBL 602517000001; **WV:** WV051524. Valid 1/1/21. See [www.business.comcast.com/smartoffice](http://www.business.comcast.com/smartoffice) for current list.

**CUSTOMER INFORMATION**

Account Name: Lakeshore Hospital Authority	Email: <a href="mailto:dale@lakeshoreha.org">dale@lakeshoreha.org</a>
Primary Contact: Dale Williams	Address1: 259 NE Franklin Street
Title:	Address2: STE 102
Phone: 3867551090	City: Lake City
Cell:	State: FL
Fax:	Zip Code: 32055

**SUMMARY OF CHARGES**

Service Term( Months): 24

Site Name	Monthly Recurring Charges	Standard Installation Charges	One-time Charges
Lakeshore Hospital Authority	\$191.65	\$0.00	\$0.00
<b>SUMMARY OF TOTAL CHARGES*</b>	<b>\$191.65</b>	<b>\$0.00</b>	<b>\$0.00</b>

\* Applicable federal, state and local taxes and fees may apply; usage fees not included. For Specific information, see service location detail pages, attached hereto and incorporated here in reference. Additional orders (adding or deleting seats) may change the "per seat" pricing.

**GENERAL COMMENTS**

**AGREEMENT**

- This Comcast Business Service Order Agreement sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide the Business VoiceEdge™ Services ("Services") to Customer. This Comcast Business Class Service Order Agreement consists of this document ("SOA"), the standard Comcast Business Customer Terms and Conditions ("Terms and Conditions") located at <http://business.comcast.com/terms-conditions-smb> (or any successor URL), and any other Service Orders entered under this SOA, collectively referred to as the "Agreement". In the event of inconsistency among these documents, precedence will be as follows: (1) Terms and Conditions, (2) this SOA, and (3) any other Service Orders entered under this SOA. The Agreement shall terminate as set forth in the Terms and Conditions. All capitalized terms not defined in this SOA shall reflect the definitions given to them in the Terms and conditions. Use of the Services is also subject to the Business Acceptable Use Policy located at <http://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the Business Privacy Policy located at <http://business.comcast.com/customer-notifications/customer-privacy-statement> (or any successor URL), both of which Comcast may update from time to time and become effective upon posting.
- The Service carries a 60 day money back guarantee. If within the first (60) sixty days following Business VoiceEdge Service activation Customer is not completely satisfied, Customer may cancel such service and Comcast will issue a refund for service charges actually paid by Customer, custom installation, usage charges, and optional service fees and taxes excluded. In order to be eligible for the refund, Customer must cancel Business VoiceEdge Service within sixty days of activation and return any Comcast-provided equipment in good working order. In no event shall the refund exceed \$500.00.
- By purchasing Comcast voice services, you are giving Comcast Business permission to request a copy of the Customer Service Record(s) from your existing carrier(s). Customer Service Records include the telephone numbers listed on the account(s) and may also include information related to services provided by such carrier(s).
- Customer must execute a Comcast Letter or Authorization ("LOA") and submit it to Comcast, or Comcast's third party order entry integrator, as directed by Comcast.
- New telephone numbers are subject to change prior to the install. Customers should not print their new number on stationery or cards until after the installation is complete.
- Notwithstanding the notice provision in the Business Services Customer Terms and Conditions, all legal notices will be sent to the Primary Contact listed above and/or to the Primary Contact identified on the SOA for each Service location as applicable
- Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Senior Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast. Customer by signing below, agrees and accepts the terms and conditions of this Agreement.
- IF CUSTOMER IS SUBSCRIBING TO COMCAST'S BUSINESS DIGITAL VOICE SERVICE, CUSTOMER, BY SIGNING BELOW, ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE FOLLOWING 911 NOTICE:

**E911 ACKNOWLEDGEMENT**

Your Comcast voice Service ("Voice Service") may have the following 911 limitations:

- For 911 calls to be properly directed to emergency services using the Voice Service, Customer must provide and maintain the correct address information ("Registered Service Location") for each telephone number and extension used by Customer. The Registered Service Location should also include information such as floor and office number as appropriate.
- If the Voice Service is moved to or used in a different location without Customer providing an updated Registered Service Location, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or the Voice Service (including 911) may fail altogether. Customer's use of a telephone number not associated with its geographic location, or a failure to allot sufficient time for a Registered Service Location change to be processed, may increase these risks.
- If Customer uses a PBX, Customer must map each telephone number and extension to the correct location and is solely responsible for updating the PBX as necessary to reflect moves or additions of stations.
- If a Registered Service Location is deemed to be in an area that is not supported for 911 calls, Customer 911 calls will be sent to an emergency call center where an agent will ask for the caller's name, telephone number, and location, and then will contact the local emergency authority.
- The Voice Service uses electrical power in the Customer's premises. If there is an electrical power outage, 911 calling may be interrupted if back-up power is not installed, fails, or is exhausted. Voice Services that rely on a broadband connection may also be interrupted if the broadband service fails.
- Calls using the Voice Service, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network equipment, and/or power failure, a broadband connection failure, or another technical problem.

Registered Service Location Updates- Customer may provide or update the Registered Service Location by:

- Calling Comcast at 1-800-741-4141
- Updating the Registered Service Location in My Account

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE FOREGOING 911 NOTICE AND THE 911 LIMITATIONS OF THE VOICE SERVICE

By signing below, Customer agrees and accepts to the terms and conditions of this Agreement. The Comcast Business Terms and Conditions, and related policies can be found at <http://business.comcast.com/terms-conditions-smb>.

CUSTOMER USE ONLY		COMCAST USE ONLY (by Authorized representative)	
Signature:	Signature:	Sales Rep:	Domonique Martin
Name:	Name:	Sales Rep	<a href="mailto:domonique_soto@comcast.com">domonique_soto@comcast.com</a>
Title:	Title:	Email:	<a href="mailto:st.com">st.com</a>
Date:	Date:	Region:	Florida Region
		Division:	Central Division

SERVICE LOCATION DETAIL					
Customer Information					
Location Name:	Lakeshore Hospital Authority	Business Phone:	3867551090		
Company Name:	Lakeshore Hospital Authority	Cell Phone:			
Contact Name:	Dale Williams	Fax Number:			
Address1:	259 NE Franklin Street	Email:	dale@lakeshoreha.org		
Address2:	STE 102	Site Type:	Dedicated		
City:	Lake City	Emergency 911	259 NE Franklin St		
State:	FL	Information:	STE 102		
Zip:	32055		Lake City, FL 32055		
Billing Information					
Date Of Quote:	10/11/2023	Service Term:	24		
The terms set forth in this agreement are valid for 30 days from Date of Quote					
Billing Contact	Dale Williams	Zip:	32055		
Address1:	259 NE Franklin Street	Phone:	3867551090		
Address2:	STE 102	Fax:			
City:	Lake City	Email:	dale@lakeshoreha.org		
State:	FL				
Voice Selection					
Voice Selections	Quantity	Unit Price(MRC)	Unit Price(NRC)	Total MRC	Total NRC
Unified Communication Seats	5	\$34.95	\$0.00	\$174.75	\$0.00
Equipment Selection					
Equipment Selections	Quantity	Unit Price(MRC)	Unit Price(NRC)	Total MRC	Total NRC
Voice Gateway	1	\$9.95	\$0.00	\$9.95	\$0.00
Polycom SoundPoint VVX 310 HD	4	\$0.00	\$0.00	\$0.00	\$0.00
Polycom Soundstation 6000	1	\$6.95	\$0.00	\$6.95	\$0.00
Summary Of Charges					
Aggregate Monthly Recurring Charges					
Monthly Recurring Charges:				\$191.65	
Promotional Discount:					
Promotion Option:				CEN_\$34.95BVESeats5+_0Phone	
Promotion Description:					
Unified Communication Seats provided for discounted rate of \$34.95 each, increasing to then regular rate at end of original term. Entry Level Polycom Phone MRC waived for length of original contract term, increasing to then regular rate at end of term. Minimum Business Internet Performance or Ethernet required. OTT sites are eligible if main site meets minimum Business Internet Performance/Ethernet requirement. Minimum 5 seats required. Minimum 2 year term required with Business Internet. 3 or 5 year term required with Ethernet. Equipment, installation, taxes and fees, including Broadcast TV Fee, Regional Sports Fee, regulatory recovery fee and other applicable charges extra and					
<b>Total Business VoiceEdge Monthly Recurring Charge*:</b>				<b>\$191.65</b>	
*Applicable federal, state and local taxes & fees may apply; usage fee not included. Additional orders (adding or deleting seats) may change the "per seat" pricing					
Business VoiceEdge Standard Installation Charges					
Customer Training:	Online			No Charge	
Total One-time Charges:				\$0.00	
Site Installation Charges:				\$0.00	
Total Business VoiceEdge Standard Installation Charges:				\$0.00	

Company Name: LAKESHORE HOSPITAL AUTHORITY Order # 36687130

<b>Service Location:</b>		<b>Billing Location:</b>	
Address 1	<u>259 NE FRANKLIN ST</u>	Address 1	<u>259 NE FRANKLIN ST</u>
Address 2	<u></u>	Address 2	<u></u>
City	<u>LAKE CITY</u>	City	<u>Lake City</u>
State	<u>FL</u>	State	<u>FL</u>
Zip	<u>32055</u>	Zip	<u>32055</u>
Primary Contact Name	<u>Dale Williams</u>	Billing Contact Name	<u>Dale Williams</u>
Primary Contact Phone	<u>(386) 755-1090</u>	Billing Contact Phone	<u>(386) 755-1090</u>
Primary Contact Email	<u>dale@lakeshoreha.org</u>	Billing Contact Email	<u>dale@lakeshoreha.org</u>
<b>Service Term</b>	<u>24 Months</u>	Tax Exempt	<u>No</u>
<b>Package Code:</b>	<u>EC-\$135DataMOB_SE_Performan cePkg2yr</u>	<b>Promo Code:</b>	<u>RET-BPOInstallWaiver2/2</u>

Package & Promotion Details
<p>Data, Voice, SecurityEdge Package for discounted rate of \$135 for months 1-24, increasing to then regular rate in month 25. Package includes Business Internet Performance (download speed up to 250 Mbps), 1 Mobility Line, and SecurityEdge. 2 year term agreement required. Additional services may be added to qualifying bundles: Two or more Mobility Lines \$25 each/mo. After 24 months, monthly service charge increases to regular rate for each additional service. Additional \$10 MRC discount with enrollment in EcoBill paperless billing and automatic payments through Comcast's self-service online tool via <a href="https://business.comcast.com/myaccount">https://business.comcast.com/myaccount</a> within 30 days of service installation. If either EcoBill paperless billing or automatic payment service is cancelled during the promo, the monthly service charge automatically increases by \$10.00. Mobile discount for existing Comcast Business Internet Standard service or higher customers who activate new Comcast Business Mobile service with minimum 2 Mobile Unlimited lines: \$30 discount with 2 to 4 Mobile Unlimited lines, \$20 discount with 5 or more Mobile Unlimited lines. Mobile discount applied to Comcast Business Internet bill for 12 months. Limit one discount per account. After 12 months, or if any of the required services are cancelled or downgraded, or if Unlimited service is switched to By the Gig, the mobile discount will be removed. Comcast Business Internet must be installed by 10/27/2023 to qualify for the mobile discount. Comcast Business Mobile Unlimited lines must be activated within 90 days of Comcast Business Mobile Unlimited order date. Equipment, installation, taxes and fees, including Broadcast TV Fee, Regional Sports Fee, regulatory recovery fee and other applicable charges extra and subject to change.</p> <p>Promotion Code RET-BPOInstallWaiver2/2 - Standard installation Waived with minimum purchase of 2 Business products (Business Internet, Business TV, Business Voice) and minimum 2 Year Term agreement. Taxes, Usage, Fees and Equipment are Extra.</p>

Customer Initials \_\_\_\_\_

Package	Services Included	Qty	Package Monthly Service Charge <sup>1</sup>	Package Non-Recurring Charge <sup>2</sup>
Data, Voice, SecurityEdge Package	Business Internet Performance (download speeds up to 250 Mbps)	1	\$ 135.00	\$ 0.00
	SecurityEdge	1		
	Mobility Lines	1		

Equipment and Additional Service(s)	Qty	Additional Monthly Service Charge <sup>1</sup>	Additional Non-Recurring Charge <sup>2</sup>
<b>Business Internet</b>			
Static IP -1	1	\$ 24.95	
<b>Equipment Fee</b>			
Package Equipment Fee	1	\$ 19.95	
<b>Business Voice</b>			
Mobility Lines	1	\$ 25.00	



Company Name: LAKESHORE HOSPITAL AUTHORITY Order # 36687130

Equipment and Additional Service(s)	Qty	Additional Monthly Service Charge <sup>1</sup>	Additional Non-Recurring Charge <sup>2</sup>
<b>Business Video</b>			
TV Basic	1	\$ 42.95	
Equipment - TV Box + Remote (STB)	1	\$ 9.95	
<b>Additional Fees</b>			
Standard Installation Fee / Change of Service Fee	1		\$ 0.00
<b>Total Additional Charge</b>		<b>\$ 122.80</b>	<b>\$ 0.00</b>

	Monthly Service Charge <sup>1</sup>	Non-Recurring Charge <sup>2</sup>
<b>Total Charge for Service Order</b>	<b>\$ 257.80</b>	<b>\$ 0.00</b>

<sup>1</sup> Charges identified in the Service Order Agreement are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated).

<sup>2</sup> Non-Recurring Charges in the Service Order Agreement reflect activation and installation fees for this order. This excludes any custom installation fees.

General Special Instructions

### AGREEMENT

1. This Comcast Business Service Order Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide the Services to the above-named customer ("Customer"). This Agreement consists of this document (this "SOA"), the Business Services Customer Terms and Conditions (the "Terms and Conditions"), and any jointly executed amendments ("Amendments") entered under the Agreement. In the event of inconsistency among these documents, the order of precedence will be as follows: (1) Amendments, (2) Terms and Conditions, and (3) this SOA. This Agreement shall commence and become a legally binding agreement upon Customer's execution of the SOA. The Agreement shall terminate as set forth in the Terms and Conditions. The Terms and Conditions are located at <https://business.comcast.com/terms-conditions-smb>. Capitalized terms not otherwise defined in this SOA shall have the meaning ascribed to them in the Terms and Conditions. Use of the Services is also subject to the then-current Acceptable Use Policy for High-Speed Internet Services (the "AUP") located at <https://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the then-current Privacy Statement (the "Privacy Policy") located at <https://business.comcast.com/privacy-statement> (or any successor URL), both of which Comcast may update from time to time.

2. Each Comcast Business Service ("Service") carries a thirty (30) day money back guarantee. If within the first thirty (30) days following installation of a new Service, Customer is not completely satisfied, Customer may cancel the Service and Comcast will issue a refund for the monthly recurring charge paid for the first thirty (30) days of Service, excluding any custom installation fees, voice usage charges, fees, taxes, surcharges and optional service fees. Customer will be charged for any non-refundable fees and other charges. In order to be eligible for the refund, Customer must cancel the new Service within thirty (30) days of installation and return any Comcast-provided equipment in good working order. In no event shall the refund exceed \$500.00. If Customer uses the Service in the first thirty (30) days, Customer will be refunded its subscription fees, but charged the applicable one-time fee. For the avoidance of doubt, this money back guarantee does not apply to renewals of an existing Service.

3. To complete a Voice order, Customer must execute a Comcast Letter or Authorization ("LOA") and submit it to Comcast, or Comcast's third party order entry integrator, as directed by Comcast.

4. New telephone numbers are subject to change prior to the install. Customers should not print their new number on stationery or cards until after the install is complete.

5. Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast. Customer by signing below, agrees and accepts the Terms and Conditions of this Agreement.

Company Name: LAKESHORE HOSPITAL AUTHORITY Order # 36687130

6. IF CUSTOMER IS SUBSCRIBING TO COMCAST'S BUSINESS DIGITAL VOICE SERVICE, CUSTOMER, BY SIGNING BELOW, ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE FOLLOWING 911 NOTICE:

**911 Notice**

**911 Email Notification-** If 911 is dialed using the Voice Service, Comcast will send a notification to the Customer designated email address, unless the Customer has opted out of receiving such notifications. Each notification will include the telephone number from which 911 was dialed, location information, and the time the call was placed. After installation of the Voice Service, Customer may change the designated email address and/or decision to receive notifications by calling Comcast at 1-888-824-8104.

**Your Comcast voice service ("Voice Service") may have the following 911 limitations:**

- For 911 calls to be properly directed to emergency services using the Voice Service, Customer must provide the correct address information ("Registered Service Location") for each telephone number used by Customer. The Registered Service Location may also include information such as floor and office number.
- If the Voice Service or any Voice Service device is moved to a different location without Customer providing an updated Registered Service Location, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or the Voice Service (including 911) may fail altogether. Customer's use of a telephone number not associated with its geographic location, or a failure to allot sufficient time for a Registered Service Location change to be processed, may increase these risks.
- If a Registered Service Location is deemed to be in an area that is not supported for 911 calls, Customer 911 calls will be sent to an emergency call center where a trained agent will ask for the caller's name, telephone number, and location, and then will contact the local emergency authority.
- The Voice Service uses electrical power in the Customer's premises. If there is an electrical power outage, 911 calling may be interrupted if back-up power is not installed, fails, or is exhausted. Voice Services that rely on a broadband connection may also be interrupted if the broadband service fails.
- Calls using the Voice Service, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network equipment, and/or power failure, a broadband connection failure, or another technical problem.

**Registered Service Location Updates-** The Registered Service Location will be provided to Public Safety Answering Points to assist in responding to a 911 call. Customer may update or otherwise customize the Registered Service Location by:

- Calling Comcast at 1-888-824-8104

**BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE FOREGOING 911 NOTICE AND THE 911 LIMITATIONS OF THE VOICE SERVICE.**

CUSTOMER SIGNATURE	
By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at <a href="http://business.comcast.com/terms-conditions/index.aspx">http://business.comcast.com/terms-conditions/index.aspx</a>	
Signature	
Name	
Title	
Date	

FOR COMCAST USE ONLY	
Sales Representative	<u>Domonique Martin</u>
Sales Representative Code	
Sales Manager Name	<u>A Tst A Tst</u>
Sales Manager Approval	
Division	<u>Central</u>

Company Name: LAKESHORE HOSPITAL AUTHORITY Order # 36687130

### BUSINESS INTERNET CONFIGURATION DETAILS

Transfer Existing Comcast.net Email  Equipment Selection   
 Number of Static Ips  Business Web Hosting

### BUSINESS VIDEO CONFIGURATION DETAILS

Outlet Details	Location	Outlet Type
Outlet 1 - Primary	Outlet - 1	TV Box + Remote (STB)

#### Service Location Occupancy\*

\* Occupancy required for public view

#### Additional Comments

OUTLETS 9 & UP	QUANTITY
TV Box + Remote	0

### BUSINESS VOICE CONFIGURATION DETAILS

Directory Listing Details	
Directory Listing (Published, Non-Published, Unlisted)	Published
Directory Listing Phone Number	3867557009
Directory Listing Display Name	LAKESHORE HOSPITAL
DA/DL Header Text Information	None
DA/DL Header Code Information	999001
Standard Industry Code	9999

Additional Voice Details	
Caller ID (Yes/No)	No
Caller ID Display Name(max 15 char.)	LSHA
International Dialing (Yes/No)	No
Call Blocking (Yes/No)	No
Auto Attendant (Yes/No)	No

Hunt Group Configuration Details	
Hunt Group Features Requested (Yes/No)	No
Hunt Group 1 Configuration Type	
Hunt Group 2 Configuration Type	
Hunt Group 1 Pilot Number	
Hunt Group 2 Pilot Number	



Company Name: LAKESHORE HOSPITAL AUTHORITY      Order # 36687130

Phone #	Type	HG1 Seq	HG2 Seq	Voicemail
3867550955	Mobility Lines	None	None	No
3867557009	Mobility Lines	None	None	No

Toll Free Phone #	Calling Origination Area	Associated TN

continues to be absent, the Authority shall require further medical certification for each 30 consecutive days of absence, unless supervisor(s) have personal knowledge that the employee is hospitalized and unable to return to work. Such medical certification must state that the employee is unable to perform the regularly assigned duties if sick leave is to be authorized by the Authority.

**C. Requesting Annual Sick Leave.** A Sick Leave Request form must be filled out and approved by the Executive Director prior to use. In the event prior notification is not possible, an employee must immediately contact his/her supervisor regarding the absence no later than thirty (30) minutes after the scheduled starting time. Unless incapacitated, employees are expected to call/text their supervisors personally.

**D. Abuse of Sick Leave.** Sick leave benefits are intended solely to provide income protection in the event of illness or injury, and may not be used for any other absence other than allowed by this section. If it is determined that an employee is abusing the sick leave benefit, such employee shall be subject to disciplinary action up to and including termination.

**E. Sick Leave Incentives.** Annually, during the first week of December, employees having a sick leave account balance of 60 hours or more may request payment for up to 24 hours of available sick leave. All employees may use up to four (4) days sick leave during the budget year as “personal” leave days.

**F. Payment of Unused Sick Leave.** After completion of twelve (12) months of continuous employment with the Authority, unused sick leave will be paid upon an employee’s separation but will not exceed 25% of the total accrued sick leave and shall not be more than 500 sick leave hours.

### **8.03 FUNERAL LEAVE.**

A. A maximum of three (3) working days with pay will be granted a full-time employee when an immediate family member death occurs. Immediate family members are husband, wife, mother, father, son, daughter, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren. The Authority Manager must approve the leave.

B. One (1) day funeral leave will be permitted for relatives who are not within the immediate family. This privilege will only be allowed two (2) times during any 12-month period and the leave day must be used to attend the funeral. Family relatives are aunt, uncle, niece, and nephew. The Authority Manager must approve the leave.

C. Leave to attend a funeral for some person other than described in A. and B. above must be taken as employee annual leave.

### **8.04 MILITARY LEAVE.**

A. Full-time employees who are reserve officers or reserve enlisted personnel in the United States military or naval service or members of the Florida National Guard, shall be

November 1, 2023

## Letter of Retirement

Mr. Dale Williams & Board of Trustees,

It has been a honor to work for Mr. Williams and the Board of Trustees for 14 years, serving the people of Columbia County.

Please accept this letter of Retirement notice effective December 29, 2023.

Sincerely,



Cynthia A Watson

# CONTRACT ASSIGNMENT AGREEMENT

*State of Florida*

This Assignment Agreement (the "Agreement") is entered into by and between TOTAL GROUNDS MANAGEMENT, LLC (the "Assignor"), having their principal address located at 12416 31<sup>st</sup> Road, Wellborn, FL 32094, and GARRETT FINNELL dba GARRETT FINNELL ENTERPRISE (the "Assignee"), having their principal address located at 18122 SE County Road 137, White Springs, FL 32096, both of whom agree to be bound by this Agreement, in consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, witnesseth:

*WHEREAS*, Assignor entered into a Contract, included as an attachment to this Agreement, with LAKE SHORE HOSPITAL AUTHORITY (the "Obligor"), referred to hereinafter as "Contract with LAKE SHORE HOSPITAL AUTHORITY".

*WHEREAS*, the Contract with LAKE SHORE HOSPITAL AUTHORITY has an original expiration date of September 14<sup>th</sup>, 2025, as may be extended as permitted therein;

*WHEREAS*, Assignor wishes to assign all of their rights and obligations under the Contract with LAKE SHORE HOSPITAL AUTHORITY to Assignee; and

*WHEREAS*, the necessary written consent was obtained from the Obligor on November 13, 2023

*NOW, THEREFORE*, Assignor and Assignee agree to the following:

I. Assignor and Assignee hereby agree that the Assignor shall assign all their rights, titles, and interests, and delegate all of their obligations, responsibilities, and duties, in ad to the Contract with LAKE SHORE HOSPITAL AUTHORITY, to Assignee.

II. Assignee hereby accepts the assignment of all of Assignors obligations, responsibilities, and duties under the Contract and all of Assignors rights, titles, and interests in and to the Contract with LAKE SHORE HOSPITAL AUTHORITY.

III. Notwithstanding the foregoing, Assignor agrees to defend and indemnify the Obligor from any and all claims, actions, judgments, liabilities, proceedings, and costs, including reasonable attorney's fees and other costs of defense and damages, resulting from Assignors performance prior to the assignment of the contract and resulting from Assignees performance after the assignment of the Contract with LAKE SHORE HOSPITAL AUTHORITY, provided, however, that after the assignment of the Contract with LAKE SHORE HOSPITAL AUTHORITY, the State shall first look to Assignee to satisfy all claims, actions, judgments, liabilities, proceedings, and costs, including reasonable attorney fees and other costs of defense and damages resulting from Assignee's performance.

IV. Assignee agrees to indemnify the Obligor from any and all claims, actions, judgments, liabilities, proceedings, and costs, including reasonable attorney's fees, and other costs of defense and damages, resulting from Assignee's performance after the assignment of the Contract with LAKE SHORE HOSPITAL AUTHORITY.

V. No modification of this Agreement shall be valid unless in writing and agreed upon by all relevant Parties.

VI. In the event any provision of this Agreement is held to invalid, illegal, or unenforceable for any reason, then the Parties agree that such provision shall be deemed to be struck and the remainder of the Agreement shall be enforced as if the struck provision were never included in the Agreement.

VII. This Agreement is governed by the laws of the State of Florida and both Parties expressly consent to jurisdiction in such courts.

IN WITNESS WHEREOF, the Parties execute the Agreement as follows:

ASSIGNOR:

\_\_\_\_\_  
TOTAL GROUNDS MANAGEMENT, LLC

\_\_\_\_\_  
Date

ASSIGNEE:

\_\_\_\_\_  
GARRETT FINNELL dba GARRETT FINNELL ENTERPRISE

\_\_\_\_\_  
Date



## **CONTRACT ASSIGNMENT AGREEMENT**

*State of Florida*

This Assignment Agreement (the "Agreement") is entered into by and between LAWN ENFORCEMENT AGENCY, INC. (the "Assignor"), having their principal address located at P.O. Box 141090 Gainesville, FL 32614, and TOTAL GROUNDS MANAGEMENT, LLC (the "Assignee"), having their principal address located at 12416 31<sup>st</sup> Road, Wellborn, FL 32094, both of whom agree to be bound by this Agreement, in consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, witnesseth:

*WHEREAS*, Assignor entered into a Contract, included as an attachment to this Agreement, with LAKE SHORE HOSPITAL AUTHORITY (the "Obligor"), referred to hereinafter as "Contract with LAKE SHORE HOSPITAL AUTHORITY";

*WHEREAS*, the Contract with LAKE SHORE HOSPITAL AUTHORITY has an original expiration date of September 14<sup>th</sup>, 2025 as may be extended as permitted therein;

*WHEREAS*, Assignor wishes to assign all of their rights and obligations under the Contract with LAKE SHORE HOSPITAL AUTHORITY to Assignee; and

*WHEREAS*, the necessary written consent was obtained from the Obligor on May 1<sup>st</sup>, 2023;

*NOW THEREFORE*, Assignor and Assignee agree to the following:

- I. Assignor and Assignee hereby agree that the Assignor shall assign all their rights, titles, and interests, and delegate all of their obligations, responsibilities, and duties, in ad to the Contract with LAKE SHORE HOSPITAL AUTHORITY, to Assignee.
- II. Assignee hereby accepts the assignment of all of Assignors obligations, responsibilities, and duties under the Contract and all of Assignors rights, titles, and interests in and to the Contract with LAKE SHORE HOSPITAL AUTHORITY.
- III. Notwithstanding the foregoing, Assignor agrees to defend and indemnify the Obligor from any and all claims,actions, judgments, liabilities, proceedings, and costs, including reasonable attorney's fees and other costs of defense and damages, resulting from Assignors performance prior to the assignment of the contract and resulting from Assignees performance after the assignment of the Contract with LAKE SHORE HOSPITAL AUTHORITY, provided, however, that after the assignment of the Contract with LAKE SHORE HOSPITAL AUTHORITY, the State shall first look to Assignee to satisfy all claims, actions, judgments, liabilities, proceedings, and costs, including reasonable attorneys fees and ot her costs of defense and damages resulting from Assignee's performance.

IV. Assignee agrees to indemnify the Obligor from any and all claims, actions, judgments, liabilities, proceedings, and costs, including reasonable attorney's fees, and other costs of defense and damages, resulting from Assignee's performance after the assignment of the Contract with LAKE SHORE HOSPITAL AUTHORITY.

V. No modification of this Agreement shall be valid unless in writing and agreed upon by all relevant Parties.

VI. In the event any provision of this Agreement is held to invalid, illegal, or unenforceable for any reason, then the Parties agree that such provision shall be deemed to be struck and the remainder of the Agreement shall be enforced as if the struck provision were never included in the Agreement.

VII. This Agreement is governed by the laws of the State of Florida and both Parties expressly consent to jurisdiction in such courts.

IN WITNESS WHEREOF, the Parties execute the Agreement as follows:

ASSIGNOR:

*Mike Troiano*

\_\_\_\_\_  
LAWN ENFORCEMENT AGENCY, INC.

6-23-2023

\_\_\_\_\_  
Date

ASSIGNEE:

*Ronald Thomas*

\_\_\_\_\_  
TOTAL GROUNDS MANAGEMENT, LLC

06/23/2023

\_\_\_\_\_  
Date



Manny Diaz, Jr.  
Commissioner  
Florida Department of Education  
325 West Gaines Street, Suite 1514  
Tallahassee, Florida 32399

**MEMORANDUM**

**TO:** Florida College System Presidents

**FROM:** Commissioner Manny Diaz

**DATE:** October 12, 2023

**SUBJECT:** **Medical Equipment Being Accepted as Donations to the Israeli Hospital System**

This week, Israel, one of Florida's greatest allies, was attacked by Hamas terrorists backed by the Iranian regime. More than 1,200 Israelis and Jewish individuals were murdered with thousands more injured. Florida stands with the people of Israel and is dedicated to supporting the needs of our allies. While the Israeli health system continues to provide care, their hospitals have an urgent need of supplies to assist in the ongoing response to these acts of terrorism.

In light of this, the Florida Department of Education is seeking medical equipment donations to assist Israeli hospitals. **Donations can be collected or sent to 310 Galloway Road, Lakeland, FL 33815.**

Items needed include evacuation stretchers, defibrillators, fetal monitors, blood glucose meters and surgical meshes. A full list of medical equipment being accepted can be found [here](#). All the equipment requires CE approvals: European, TGA (Australia), FDA (US) or HEALTH CANADA (Canada). Medical equipment must be either 220V compatible (preferable) or come with a suitable converter.

Today, Governor DeSantis signed an [Executive Order](#) that will assist in the rapid transmission of all donated medical supplies. The Florida Department of Education staff will be organizing a call tomorrow with all FCS Presidents so that we can further coordinate our efforts.

The State of Florida will continue to stand with Israel and is committed to supporting the Jewish people during this difficult time.

**AGREEMENT FOR THE PURCHASE  
AND SALE OF REAL PROPERTY**

**LAKE SHORE HOSPITAL AUTHORITY OF COLUMBIA COUNTY, FLORIDA,** a corporate body politic of the State of Florida (“Seller”), hereby sells and agrees to convey to **MERIDIAN BEHAVIORAL HEALTHCARE, INC., a Florida not-for-profit corporation,** (“Purchaser”), and Purchaser hereby buys and agrees to acquire that certain tract or parcel of real property located in Columbia County, Florida being generally described as follows:

Those certain tracts or parcels of land as shown on **Exhibit A** attached hereto and incorporated by reference herein, together with (i) all tenements, hereditaments, and appurtenances relating thereto or associated therewith, (ii) all improvements, buildings, and fixtures, if any, situated thereon, (iii) all permits, approvals, authorizations, and licenses relating to or affecting any such property which Purchaser approves, but only to the extent applicable to the Property, (iv) all right, title, and interest of Seller in any street, road, alley, or avenue adjoining such property to the center line thereof, (v) all of Seller’s right, title, and interest in any strip, hiatus, gore, gap, or boundary adjustment area adjoining or affecting such property, and (vi) all riparian and other water rights relating to such property and all right, title, or interest of Seller in any body of water situated on, under, or adjacent to such property (hereinafter sometimes collectively referred to as the “Property”).

This Agreement for the Purchase and Sale of Real Property (the “Agreement”) is executed upon the following terms and conditions:

1. Consideration.

(a) The Parties understand and acknowledge that there are buildings and improvements on the Property that were previously utilized for hospital facilities, but which have been vacant for several years and will require certain rehabilitation and improvements to be utilized by Purchaser for the purposes set forth herein. The consideration to Seller for conveyance of the Property by Seller to Purchaser shall be the agreement of Purchaser to rehabilitate and improve the buildings and improvements on the Property (the “Buildings”) and to utilize the Buildings and Property to operate behavioral health programs (the “Programs”) acquire, improve, and operate behavioral health facilities on the Property as set forth in attached **Exhibit B.**

(b) As further consideration to Seller for the conveyance of the Property to Purchaser, Purchaser agrees to accept title to the Property subject to the deed restrictions, use requirements, and reverter clause set forth in attached **Exhibit C.**

2. Boundary Survey. Purchaser shall, at its expense, cause a boundary survey (the “Survey”) of the Property to be prepared within thirty (30) days after the date of this Agreement. The Survey shall be currently dated; shall show, among other things, the location on the Property

of all improvements, fences, evidences of abandoned fences, easements, roads, and rights-of-way; shall identify all roads, easements, and rights-of-way, and in the case of those created by recorded instruments, shall give the recording information for such instruments; shall show thereon a legal description of the boundaries of the Property by metes and bounds or other appropriate legal description; and shall include the number of gross acres and/or square feet within the Property. The surveyor who prepares the Survey shall certify it to Seller, Purchaser, the Title Company, and Mateer & Harbert, P.A. Any matters revealed by the survey shall be considered title objections and treated pursuant to the provisions of Section 4 below.

3. Title Report. Within twenty (20) days after the date of this Agreement, ~~Purchaser~~Seller, at ~~Purchaser~~Seller's sole cost and expense, shall cause a title company ~~reasonably acceptable to selected by~~ Purchaser (the "Title Company") to issue a title insurance commitment ("Title Commitment") covering the Property and any easements (such as access, off site drainage, or retention easements) required for the development of the Property in the reasonable opinion of Purchaser. The Title Commitment shall set forth the state of title to the Property together with all exceptions or conditions to such title, including, but not limited to, all easements, restrictions, rights-of-way, covenants, reservations, and all other encumbrances affecting the Property which would appear in an owner's policy of title insurance if issued.

4. Review of Survey and Title Report. Purchaser shall have a period of thirty (30) days after receipt of the last of the Survey and the Title Commitment and the documents referred to therein as conditions, exceptions, or reservations to title to the Property (but in no event longer than the Feasibility Period described in Section 7 below), to review such items, and to deliver in writing such objections as Purchaser may have to anything contained or set forth in the documents or in the Title Commitment. If no written objections are delivered by Purchaser to Seller within said period, the Title Commitment shall be deemed to be approved by Purchaser. Any such items to which Purchaser does not object in its written notice to Seller within such period may appear as exceptions in the owner's policy of title insurance and in the special warranty deed described in Section 9(a)(i). If, in the opinion of Purchaser, there are defects in the title or survey which render title unmarketable or uninsurable, ~~Seller-Purchaser~~ shall use its good faith efforts to cure such defects and Seller shall provide reasonable cooperation to Purchaser in Purchaser's efforts to cure such title defects. ~~Seller shall have thirty (30) days after being notified to correct said defects, and~~ Seller shall satisfy any liens on the Property which can be cleared by the payment of money, other than liens created by Purchaser. If Purchaser, with the cooperation of Seller, is unable to cure any other defects after exercising commercially reasonable efforts, then either (i) Purchaser may accept title as it appears with such defects, or (ii) Purchaser may terminate this Agreement by giving written notice to Seller within ten (10) days of Seller's election not to cure said defects. If, by giving written notice as provided in this paragraph, Purchaser elects to terminate this Agreement, Purchaser shall have as its sole remedy the termination of this Agreement and all rights and obligations of the parties hereunder shall terminate and be null and void.

It shall be a condition to Purchaser's obligation to proceed with Closing that between the expiration of the Feasibility Period and the date of Closing, no new survey or title matter not approved or deemed approved by Purchaser pursuant to this Section 4 shall have arisen and which materially adversely affects the title to the Property or the use thereof, unless the same is either (i) caused by or through the acts or omissions of Purchaser or its agents, invitees, or contractors, (ii) discharged or endorsed over to Purchaser's reasonable satisfaction in Purchaser's title policy at

Closing; or (iii) consented to or agreed to by Purchaser in writing pursuant to the terms of this Agreement. Purchaser shall notify Seller within ten (10) days after Purchaser becomes aware of any such new title or survey matter to which Purchaser objects, and if Purchaser does not notify Seller of any objection within such ten (10) day period, Purchaser shall be deemed to have waived any such objection and shall proceed to Closing. If Purchaser properly and timely notifies Seller of any new title or survey matter to which Purchaser objects, then ~~Purchaser~~Seller shall use its commercially reasonable efforts to cure such defects. If ~~Purchaser~~Seller is unable or elects not to cure such objection, then Purchaser's sole rights shall be to either terminate this Agreement prior to Closing or waive the objection and proceed to Closing without reduction in the Purchase Price.

5. Seller's Warranties and Representations. Seller warrants and represents to Purchaser, to the best of its actual knowledge, the following:

~~(a)~~ Seller has good, marketable, and indefeasible fee simple title to the Property, free and clear of all conditions, exceptions, or reservations, except for those matters specifically approved (or deemed approved) by Purchaser pursuant to this Agreement;

~~(b)~~(a) The parties executing this Agreement and the documents described herein on behalf of Seller have, and at the time of execution of such documents, shall have, the authority to bind Seller in accordance with the terms hereof and of such documents;

~~(c)~~(b) The execution, delivery, and performance by Seller of the terms of this Agreement has been duly authorized by all necessary action and does not conflict with any agreement to which Seller is bound or is a party, or require the consent of any party, or constitute a breach of any law, regulation, order, judgment, writ, injunction, or decree of any court or governmental instrumentality;

~~(d)~~(c) With respect to Seller's entry into this Agreement, performance of this Agreement, and conveyance of the Property to Purchaser as provided for herein, Seller has fully complied with all obligations and requirements of all applicable statutes, laws, rules, and regulations, including, without limitation Chapter 2005-315, Laws of Florida, and Florida Statutes Section 155.40, to the extent applicable.

~~(e)~~(d) There are no judgments outstanding against Seller or petitions, suits, claims, causes of actions, or moratoria or any other proceedings pending or to Seller's knowledge threatened against Seller before any court or other governmental, administrative, regulatory, adjudicatory, or arbitral body of any kind, which if decided adversely to the Seller would adversely affect Seller's ability to perform the obligations of this Agreement;

~~(f)~~(e) There are no adverse or other parties in possession of the Property, or of any part thereof, other than Seller; and no party has been granted any license, lease, or other right relating to the use or possession of the Property, or any part thereon;

~~(g)~~(f) To the best knowledge and belief of Seller, no facts or conditions currently exist which could result in the termination of the current access from the Property to any

presently existing highway and roads adjoining or situated on the Property, or to any existing sewer or other utility facilities servicing, adjoining, or situated on the Property;

~~(h)~~(g) The Property is currently zoned to permit the uses of the Property described on attached Exhibit B pursuant to the zoning regulations of Columbia County, Florida. Seller has no knowledge of any pending or contemplated change in the status of the zoning of the Property, nor of any pending or contemplated special assessments relating to or binding on the Property;

~~(i)~~(h) There is no pending, or to the best knowledge and belief of Seller, threatened litigation or governmental action which could adversely affect the right of Seller to sell the Property or have a materially adverse effect on the title to the Property;

~~(j)~~(i) Seller has received no notice from any governmental authority of the existence of any violation or potential violation of any environmental statute, rule, or regulation with respect to the Property, and to the best of Seller's information, knowledge and belief, no grounds exist therefore;

~~(k)~~(j) The parties executing this Agreement and the documents described herein on behalf of Seller have, and at the time of execution of such documents, shall have, the authority to bind Seller in accordance with the terms hereof and of such documents. Seller is a non-foreign entity and will sign an affidavit to that effect at closing; as well as such other closing documents (including without limitation an owner's affidavit) in form and substance as Purchaser shall reasonably require to consummate the closing contemplated herein;

~~(l)~~(k) Seller has made no commitments to any governmental authority, utility company, school board, church, or other religious body or any property or homeowner's association, or to any other organization, group, or individual, relating to the Property which would impose an obligation upon Purchaser or its successors or assigns to make any contribution or dedications of money or land or to construct, install, or maintain any improvements of a public or private nature on or off the Property, except as specifically set forth herein; and

~~(m)~~(l) Seller has no knowledge of any archeological, anthropological, or historical finds, or sites or any endangered or threatened species in, on or about the Property.

6. Purchaser's Representations and Warranties. Purchaser warrants and represents to Seller the following:

(a) The parties executing this Agreement and the documents described herein on behalf of Purchaser have, and at the time of execution of such documents, shall have, the authority to bind Purchaser in accordance with the terms hereof and of such documents;

(b) The execution, delivery, and performance by Purchaser of the terms of this Agreement has been duly authorized by all necessary action and does not conflict with any agreement to which Purchaser is bound or is a party, or require the consent of any party, or

constitute a breach of any law, regulation, order, judgment, writ, injunction, or decree of any court or governmental instrumentality; and

(c) There are no judgments outstanding against Purchaser or petitions, suits, claims, causes of actions, or moratoria or any other proceedings pending or threatened against Purchaser before any court or other governmental, administrative, regulatory, adjudicatory, or arbitrational body of any kind, which if decided adversely to the Purchaser would adversely affect Purchaser's ability to perform the obligations of the Agreement.

7. Purchaser's Investigation. It is understood that as of the date of this Agreement Purchaser has not made a sufficient examination of the conditions and requirements involved in the proposed ownership and potential development of the Property to determine whether such development is economically feasible. Seller and Purchaser agree that Purchaser will proceed with an evaluation of the Property and an evaluation of the economic feasibility of proceeding with its use and development. From and after the date hereof during the term of this Agreement, Purchaser and its agents and representatives shall be entitled to enter upon the Property for inspection, soil tests, examination, land use planning, and such other matters and investigations as Purchaser deems necessary and appropriate in Purchaser's sole judgment, all at Purchaser's sole cost and expense. Purchaser will coordinate its activities with the designated representative of Seller. Purchaser agrees that it will be covered by not less than \$1,000,000 commercial general liability insurance, insuring all activity and conduct of such person while exercising such right of access, issued by a licensed insurance company qualified to do business in the State in which the Property is located and otherwise reasonably acceptable to Seller. Purchaser will seek to add Seller as an additional insured on its liability insurance policy. Purchaser hereby covenants and agrees to indemnify and hold harmless the Seller from any and all loss, liability, costs, claims, demands, damages, actions, causes of action, and suits arising out of or in any manner related to the exercise by Purchaser of Purchaser's right of entry under this Section 7, except to the extent that any such loss, liability, costs, claims, demands, damages, actions, causes of action, or suits relate solely to the discovery of a pre-existing condition on the Property or are caused by the Seller's gross negligence or willful misconduct. The foregoing indemnity shall survive the closing of this transaction or any termination of this Agreement.

Notwithstanding any other provision of this Agreement, Purchaser shall have sixty (60) days from the Effective Date of this Agreement (as defined below) to review and examine the Property and the cost of development (the "Feasibility Period"). At any time prior to the expiration of the Feasibility Period, Purchaser may terminate this Agreement if, in its sole discretion, Purchaser determines that the Property or its development is not acceptable to Purchaser. Purchaser may terminate this Agreement by delivering written notice thereof to Seller within the time period provided, whereupon neither party shall have any further obligation or liability to the other under this Agreement except for those provisions which specifically survive the termination of this Agreement.

Within five (5) days from the Effective Date of this Agreement, Seller shall provide Purchaser with copies of any surveys, environmental audits, engineering studies, plats, site plans, development plans, and other similar documents, if any, in Seller's possession, custody, or control which will aid Purchaser in its investigation of the Property.



~~8. Facility Maintenance and Support by Seller Pending Purchaser's Operation of Behavioral Healthcare Services on the Property. From the Closing Date through the first to occur of: (a) the date on which Purchaser first provides behavioral health services on the Property following the receipt of a certificate of occupancy and the requisite Florida Agency for Healthcare Administration licenses to provide behavioral health services on the Property; or (b) December 31, 2025, Seller shall reimburse Purchaser, at the rate of \$ per month (prorated for any portion of a month), each month in advance, for the cost of building maintenance, utility services, security, and insurance coverage for the Property. This provision shall survive closing.~~

9.8. Conditions Precedent.

(a) The obligation of Purchaser under this Agreement to purchase the Property is subject to the fulfillment or waiver by Purchaser of the following:

(i) delivery by Seller of a special warranty deed duly executed and acknowledged conveying title to the Property to Purchaser and a bill of sale conveying the personal property to Purchaser all in a form reasonably acceptable to Purchaser;

(ii) Purchaser shall have approved the status of title to the Property in accordance with Section 4 and the Title Company shall be in a position to issue the Owner's Title Insurance Policy;

(iii) the representations and warranties of Seller set forth in Section 5 shall be true and correct as of the Closing Date and Seller shall sign a certificate to that effect at Closing;

(iv) Purchaser shall have approved the Property based upon its inspection and investigation pursuant to Section 7 hereof, provided that the matters set forth in Section 7 will be waived unless objected to within the Feasibility Period set forth in Section 7; and

(vi) execution by Seller of such documents as are reasonably required by Purchaser or its counsel to properly consummate this closing.

(b) The obligation of Seller under this Agreement to sell the Property is subject to the fulfillment or waiver by Seller of the following:

(i) the representations and warranties of Purchaser set forth in Section 6 shall be true and correct as of the Closing Date and Purchaser shall sign a certificate to that effect at Closing; and

(ii) execution by Purchaser of such documents as are reasonably required by Seller or its counsel to properly consummate this Closing.

#### 10.9. Time, Place, and Expenses of Closing.

(a) The closing hereunder shall take place within fifteen (15) days after the expiration of the Feasibility Period as described in Section 7 above, as the same may be extended, in the offices of Seller at 259 NE Franklin Street, Suite 102, Lake City, Florida 32055, or at such other place as may be designated by the parties in writing, provided that the Seller may extend the Closing Date for a reasonable period as necessary to comply with the Seller's meeting requirements. The date of closing is referred to herein as the "Closing Date".

(b) ~~Purchaser~~Seller shall pay for the cost to record curative instruments, the cost of issuing the owner's title policy including the premium therefor, and the documentary stamps on the deed. Purchaser shall pay to record the deed and for all expenses related to any mortgage or other financing obtained by Purchaser. Except as otherwise specifically provided in this Agreement, all other costs, fees, and expenses in connection with the transaction contemplated by this Agreement, other than the legal fees of each party's counsel in negotiating, preparing, and closing this Agreement which shall be paid by each respective party, shall be prorated in accordance with the accepted custom in Columbia County, Florida.

(c) Both parties agree to execute and deliver at closing such other documents and certificates as may be reasonably required by the parties' counsel to properly consummate this transaction.

#### 11.10. Termination; Default; Remedies.

(a) In the event this Agreement is terminated pursuant to the terms hereof, the parties shall have no further obligations one to the other.

(b) If Seller shall fail to consummate this Agreement for any reason except Purchaser's default or the termination of this Agreement pursuant to this Agreement, Purchaser may enforce specific performance of this Agreement; ~~provided however, that if specific performance is unavailable as a remedy as a result of an affirmative act or acts of Seller, Purchaser may also seek to recover its actual damages incurred as a result of Seller's default.~~

(c) If Purchaser fails to consummate the purchase of the Property pursuant to this Agreement, unless Purchaser has terminated this Agreement pursuant to the provisions of this Agreement, Seller shall be entitled to terminate this Agreement and the parties hereto will have no further rights duties or obligations to the other as a result of this Agreement. Seller hereby waives all other remedies, including specific performance.

(d) In the event of a default hereunder, except for a failure to close on the Closing Date for which there is no notice and cure period, the non-defaulting party shall give the defaulting party notice of such default, specifying in reasonable detail the nature of the default. Thereafter, the defaulting party shall use its best efforts~~have thirty (30) days from the date notice of default is given~~ to cure the default. ~~If the defaulting party cures the default within the thirty (30) day period, it shall not incur any liability to the other party as~~

~~a result of the default.~~ Each party agrees to reasonably cooperate with the other to cure any default within the aforesaid cure period.

~~12.11.~~ **Risk of Loss.** All risk of casualty loss or of condemnation of the Property or any improvements thereon, and the loss therefrom, prior to the Closing is assumed by Seller. In the event of any material casualty loss or condemnation that adversely affects Purchaser's proposed use of the Property, Purchaser may, at its option, to be exercised within thirty (30) days after receipt of notice of such casualty loss or condemnation, elect to either (i) terminate this Agreement by written notice to Seller and this Agreement shall thereafter be null and void, except for any obligations of Purchaser that expressly survive such termination, or (ii) close the transaction in which case Purchaser shall be entitled to all insurance or condemnation proceeds, other than those proceeds available to Seller for business and relocation damages which do not diminish the award for the value of the Property. In the event that Purchaser fails to give timely written notice of its election in the immediately preceding sentence, Purchaser shall be deemed to have elected option (i).

~~13.12.~~ **Notices.** All notices, demands, and requests and other communications required or permitted hereunder shall be in writing, and shall be deemed to be delivered, when received, if delivered in person or by electronic mail, or whether actually received or not one (1) business day after the deposit thereof with a nationally recognized overnight carrier addressed to the parties at the following addresses:

**Seller:**

Lake Shore Hospital Authority  
259 NE Franklin Street, Suite 102  
Lake City, FL 32055  
Attn: Dale Williams, Executive Director  
Email: dale@lakeshoreha.org

**With a copy to:**

Todd Kennon, Esq.  
Robinson, Kennon & Kendron  
582 West Duval Street  
Lake City, FL 32055  
Email: tjk@rkkattorneys.com

**Purchaser:**

Meridian Behavioral Healthcare, Inc.  
4300 SW 13<sup>th</sup> Street  
Gainesville, Florida 32608-4006  
Attn: Donald Savoie, CEO  
Email: don\_savoie@MBHCL.org

**With a copy to:**

Thomas R. Harbert, Esq.  
Mateer & Harbert, P.A.  
225 E. Robinson Street, Suite 600

Orlando, Florida 32801  
Email: tharbert@mateerharbert.com

14.13. Complete Agreement. This Agreement embodies the complete agreement between the parties hereto and cannot be varied or terminated except by the written agreement of the parties.

15.14. Expiration. This Agreement shall be of no force or effect unless it is executed by duly authorized representatives of both Purchaser and Seller on or before 5:00 p.m. on \_\_\_\_\_, 2023.

16.15. Parties Bound. This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser, and their respective heirs, personal representatives, successors, and assigns. Purchaser may not assign its rights under this Agreement without the prior written consent of Seller, which consent will not be unreasonably withheld; provided however, Purchaser may, prior to the closing, assign its rights and obligations under this Agreement to an affiliate of Purchaser, and may convey the Property to an affiliate provided that the assignment of this Agreement by Purchaser to an affiliate of Purchaser shall not release Purchaser from any of its rights or obligations under this Agreement nor shall it release or modify any of the provisions of Exhibits B and C to this Agreement, including without limitation the reverter clause referenced in Exhibit C. In that event, Purchaser shall provide Seller with prior written notice of such assignment to Seller and, as set forth above, Purchaser shall remain liable for all of the obligations of Purchaser under this Agreement. Seller shall have the right to assign its rights and obligations hereunder to any successor governmental entity that is the successor to Seller in the ownership of the Property and may assign its rights to enforce the provisions of Exhibits B and C to any successor entity, including without limitation, the Board of County Commissioners of Columbia County, Florida.

17.16. Survival of Representations and Warranties. The representations and warranties of the parties set forth in this Agreement shall survive the Closing.

18.17. Commissions. Purchaser and Seller each represent, warrant, and covenant to the other that they have not entered into any agreement, incurred any obligation, or know of any facts which might result in an obligation for any party to pay a sales or brokerage commission or finder's fee for this transaction. Each party hereby indemnifies and agrees to hold the other harmless for any loss, cost, liability, or expense (including, without limitation, reasonable attorneys' fees) incurred by such party as a result of a breach of this section. For the avoidance of doubt, if any party owes a sales or brokerage commission, the party owing any such commission shall be solely responsible for payment of such commission.

19.18. Attorneys' Fees. In the event of any litigation between the parties to enforce any provision or right under this Agreement, each party shall bear its own the unsuccessful party evenants and agrees to pay to the successful party all costs and expenses of such litigation, expressly including, but not limited to, reasonable attorneys' fees incurred by such party in connection with the litigation, including without limitation attorneys' fees in bankruptcy court or any appellate court.

20.19. Time. Time is of the essence of this Agreement.

21-20. Dates. If the final day of a period or date of performance under this Agreement falls on a Saturday, Sunday, or legal holiday, then the final day of the period or the date of performance shall be deemed to fall on the next day which is not a Saturday, Sunday, or legal holiday.

22-21. Counterparts/Facsimile or Electronic Signatures. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Facsimile or electronic signatures may be accepted as originals.

22. Governing Law. This Agreement is to be governed by and construed in accordance with the laws of the State of Florida. Venue of any action to enforce this Agreement shall be in the appropriate State court of competent jurisdiction in Columbia County, Florida.

23. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN CONNECTION WITH ANY ACTION OR PROCEEDING INSTITUTED UNDER OR RELATING TO THIS AGREEMENT, OR ANY OTHER DOCUMENT EXECUTED PURSUANT HERETO, OR IN CONNECTION WITH ANY COUNTERCLAIM RESULTING FROM ANY SUCH ACTION OR PROCEEDING.

24. Effective Date of Agreement. The Effective Date of this Agreement for all purposes shall be the date when the last one of Seller and Purchaser has executed same.

25. ~~Purchaser's Parties' Approval and Disapprovals.~~ ~~Purchaser's Each Party's~~ right to approve or disapprove matters pursuant to the terms and provisions of this Agreement shall be in the sole discretion of ~~such Party~~ Purchaser.

26. Radon Gas Notification. In accordance with the requirements of Florida Statutes §404.056(5) the following notice is hereby given:

“RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.”

27. Severability; No Waiver; Interpretation; Further Assurances. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and neuter and vice versa. Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof shall constitute a waiver of

either party's right to demand exact compliance with the terms hereof. This Agreement and any related instruments shall not be construed more strictly against one party than against the other by virtue of the fact that initial drafts were made and prepared by counsel for one of the parties, it being recognized that this Agreement and any related instruments are the product of extensive negotiations between the parties hereto and that both parties hereto have contributed substantially and materially to the final preparation of this Agreement and all related instruments. In addition to the obligations required to be performed hereunder by Seller and Purchaser at Closing, Seller and Purchaser shall perform such other acts, and execute, acknowledge, and deliver subsequent to Closing such other instruments, documents, and other materials as the other may reasonably request in order to effectuate the consummation of the transactions contemplated herein.

28. As-Is. Purchaser is buying the Property "As-Is".

29. Transfer of Entitlements and Development Rights. To the extent transferrable by Seller, and approved by the applicable agency to the extent such approval is required, Seller agrees to transfer, assign, and convey to Purchaser at closing, at no additional cost or expense, all of Seller's right, title, and interest, if any, in any permits, authorizations, zoning approvals, vested rights agreements, concurrency reservation agreements, impact fee agreements, impact fee credits, entitlements, concurrency reservations, zoning densities, governmental or third-party approvals, or any other similar development rights relating to the Property but only to the extent applicable to the Property (the "Development Rights").

30. Personal Property. Seller shall convey the personal property owned by Seller located on the Property to Purchaser at Closing for no additional consideration. The Personal Property shall be conveyed, assigned, and transferred to Purchaser "As-Is", free and clear of any and all liens claims and encumbrances, by a bill of sale in form and substance reasonably satisfactory to Purchaser. In addition, all assignable warranties relating to the Personal Property, if any, shall also be assigned to Purchaser at Closing.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESSES WHEREOF, the parties have executed this document on the dates written below.

**SELLER:**

**LAKE SHORE HOSPITAL  
AUTHORITY OF COLUMBIA  
COUNTY, FLORIDA**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date Executed: \_\_\_\_\_, 2023

**PURCHASER:**

**MERIDIAN BEHAVIORAL  
HEALTHCARE, INC.**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date Executed: \_\_\_\_\_, 2023

**EXHIBIT A**

*(Property)*

[Property description to be inserted]



## EXHIBIT B

I. Purchaser shall initiate and complete the following rehabilitation and improvements to the Buildings:

- a. Conduct such work on the envelopes (roofs and walls) of the Buildings necessary for the Purchaser to obtain a Columbia County Building Department Certificate of Occupancy ("CO") and Florida Agency for Healthcare Administration ("AHCA") and Florida Department of Children and Families ("DCF") licenses (the "Licenses") necessary to operate the Programs on the Property.
- b. Conduct such work on the Buildings' systems (including without limitation HVAC, Electrical and Generators, Network and Phones, Water/Sewage, Elevators, Kitchen—Patient Food Services) necessary for the Purchaser to obtain a CO and Licenses.
- c. Purchaser shall use its best efforts to complete the foregoing rehabilitation and improvements to the Buildings within three (3) years after the Closing Date, subject to Item IV below.

II. As soon as practical after receipt of the CO and required Licenses, and in accordance with the provisions of Item III below and subject to Item V below, Purchaser shall commence operation of the following Programs on the Property:

- a. Primary Care or Federally Qualified Health Center ("FOHC") Program (either directly by Purchaser or under contract with another provider).
- b. Inpatient Crisis/Emergency Program.
- c. Crisis Stabilization Unit for Children and Adults.
- d. Inpatient Psychiatric Beds (30+ beds).

III. Purchaser anticipates commencing Primary Care/FOHC operations during the period between two (2) and four (4) years after the Closing Date, and commencing the Inpatient Crisis/Emergency Program, operation of the Crisis Stabilization Unit for Children and Adults, and operation of Inpatient Psychiatric Beds during the period between two (2) and five (5) years after the Closing Date. The opening and operation of each of these Programs is contingent on available funding, including applicable Program grants.

~~IV.~~ The anticipated completion date of the rehabilitation and improvement of the Buildings as described above, and the commencement date of each of the foregoing Programs, is subject to modification by Purchaser in its reasonable discretion in the event that there are significant unexpected deficiencies in the Buildings that delay the completion of the rehabilitation and improvements of the Buildings. In addition, the anticipated completion date

of the rehabilitation and improvement of the Buildings as described above, and the commencement date of each of the foregoing Programs, is subject to modification by Purchaser in its reasonable discretion in the event that there are circumstances beyond Purchaser's reasonable control, including, but not limited to, labor disputes; acts of God; inability to obtain labor or materials; accidents; future law, regulation, ordinance, or requirements of any governmental or regulatory agency; epidemics; pandemics; or any other event which is beyond Purchaser's reasonable control.

## EXHIBIT C

### DEED RESTRICTIONS AND REVERTER CLAUSE

I. Deed Restrictions. The Deed from the Seller to the Purchaser conveying the Property will contain provisions restricting the use of the Property to behavioral health and other health care purposes, along with related and ancillary uses in support of the delivery of behavioral health and other health care, including, without limitation, administrative offices, engineering and support services, insurance services, business offices, gift shops, patient transportation facilities, dining facilities, and other similar facilities and uses typically found on health care facility campuses.

II. Use Requirements. The Deed conveying the Property from Seller to Purchaser will contain provisions requiring the Programs described in Exhibit B to be operated on the Property within the time lines established in Exhibit B, as those time lines may be extended as provided in Exhibit B.

III. Reverter Clause. The Deed conveying the Property from Seller to Purchaser will contain a reverter clause with the following provisions. In the event that the Property is used in violation of the Deed Restrictions set forth in Item I above, or in the event that the Property is not used for the Programs set forth in Exhibit B above at any time after the deadlines set forth in Exhibit B above (as such deadlines may be extended as provided in Exhibit B above), Seller shall provide written notice to Purchaser of the violation by Purchaser of the Deed Restrictions or Use Requirements. Upon receipt of such written notice, Purchaser shall have one (1) year to correct the violation of the Deed Restrictions or Use Requirements. If Purchaser fails to correct the specified violation within such one (1) year period, title to the Property shall revert to Seller and Seller shall have the right of re-entry to the Property.

IV. Duration. The duration of the Deed Restrictions, Use Requirements, and Reverter Clause set forth above shall be as provided in Section 689.18, Florida Statutes. ~~twenty one (21) years from the Closing Date and such Deed Restrictions, Use Requirements, and Reverter Clause shall expire and shall have no further force or effect after the twenty first (21<sup>st</sup>) anniversary of the Closing Date.~~

V. Lender Rights. In the event that the Property shall be subject to a mortgage or other security interest, the written notice to be provided by Seller to Purchaser as set forth in Item III above shall also be provided to the lender holding a mortgage or security interest in the Property, and such Lender shall have the right, but not the obligation, to cure any violation of the Deed Restrictions and Use Requirements. In the event of foreclosure of any mortgage or security interest on the Property, the lender or party acquiring the Property in such foreclosure shall have a period of one (1) year after acquiring title to the Property within which to correct the specified violation of the Deed Restrictions or Use Requirements.

VI. Assignment of Seller's Rights. Seller shall have the right to assign its rights to enforce the Deed Restrictions and Use Requirements, and its reverter rights hereunder, to any successor governmental entity, including, without limitation, the Columbia County Board of County Commissioners or any success or district or authority.

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Staff Report  
November 13, 2023 Regular Meeting

NEW	1
RENEW	5
INELIGIBLE (INCOME OR OTHER)	0
TOTAL CLIENTS SEEN IN OFFICE IN OCTOBER	6
ACTIVE MEMBERS	26
PUBLIC VISITS	18
PRIMARY CARE VISITS – 4 LOCATIONS	
September, 2023	13
YTD (Fiscal year October – Sept)	151
PHARMACY USAGE	
September 2023	
PATIENTS SERVED	3
RX'S FILLED	14