



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. The first meeting of every month is at 9:30AM while the second meeting of every month takes place at 5:30PM. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 9/30/2022 Meeting Date: 10/6/2022

Name: John Crews Department: BCC Administration

Approved By:

A handwritten signature in blue ink, appearing to be "John Crews", is written over the "Approved By:" label.

1. Nature and purpose of agenda item:

The County has contracted with Curative Inc to provide COVID testing to the community at no cost to the County. The County has moved the location from McFarlane Avenue to a Lake Shore Hospital Authority (LSHA) building adjacent to the Health Department (Franklin Street). The LSHA requests the County enter a month to month lease for the use of the building for \$10.00 per month while Curative operates from the facility.

In addition, Curative, Inc would like to extend the contract with the County until March 3, 2023.

2. Recommended Motion/Action:

Approve Lease with LSHA and authorize the County to execute an agreement with Curative, Inc to extend COVID treating.

3. Fiscal impact on current budget.

This item has no effect on the current budget.

COMMERCIAL OFFICE SPACE LEASE AGREEMENT

LESSOR:

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

LESSEE:

Columbia County, Florida
P.O. Box 1529
Lake City, FL 32056-1529

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 259 NE Franklin Street, Lake City Florida 32055 (hereinafter the "Property") within which commercial office space is vacant; and

WHEREAS, Columbia County, Florida, a political subdivision of the State of Florida, (hereinafter the "Lessee" and "County"), is desirous of leasing the above-described commercial office space for providing COVID-19 related purposes.

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.

2. **TERM:** The term of this Lease shall be month to month in accordance with Florida law and upon the terms and conditions of this lease commencing when the Lessee takes possession of the Premises.

3. **RENT**: The rent shall be paid monthly, in advance, in the amount of \$10.00 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. Lessee shall be entitled to a setoff of the entire monthly rental amount for each month it provides COVID-19 related services to the indigent residents of Columbia County, Florida.
4. **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.
5. **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.
6. **USES ALLOWED AND PROHIBITED**: The Lessee shall use the Premises only for COVID-19 purposes. 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.
7. **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.
8. **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.
9. **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. Lessee shall have no claim or cause of action against lessor by reason of lessor's entry except as provided in Section Ten (10) of this agreement.

10. **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 untenantable 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 untenantability.
11. **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.
12. **LESSOR'S RIGHT TO SHOW PREMISES:** Lessor may show the premises to prospective purchasers and mortgagees and, during the three (3) months prior to termination of this lease, to prospective lessees, during business hours on reasonable notice to Lessee.
13. **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. Further, Lessee agrees that the interests, in the Premises, of the Lessor shall not be subject to liens for improvements made by the Lessee, 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.
14. **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.

15. **ACCUMULATION OF WASTE OR REFUSE:** Lessee shall not permit the accumulation of waste or refuse matter on the leased premises or anywhere in or near the building.
16. **UTILITIES:** Lessee agrees to pay all charges related to telephone and internet utilities. Electricity, water, sewer, and gas utilities shall be provided to the Premises, or common area, by the Lessor at no additional expense to the Lessee.
17. **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.
18. **INDEMNIFICATION OF LESSOR:** 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. This clause shall survive only three (3) months after the termination of this Agreement. 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.
19. **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. The foregoing notwithstanding, Tenant may (a) assign this Lease, in whole or in part, to any entity owned by, owning or under common ownership or control with Tenant, or (b) assign this Lease to a purchaser of Tenant's assets or business.

20. **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.
21. **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.

22. **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.

23. **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.

24. **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.

25. **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.
26. **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.
27. **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.
28. **LITIGATION VENUE:** 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 Northern District of Florida.
29. **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.
30. **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 _____, 2022.

LESSOR:

LAKE SHORE HOSPITAL AUTHORITY

BY: _____
BRANDON BEIL, Chairman

ATTEST: _____

LESSEE:

COLUMBIA COUNTY, FLORIDA

BY: _____

ATTEST: _____

First Amendment to **Testing Site Agreement**

This First Amendment to **Testing Site Agreement** (the “Amendment”) is entered into effective as of (the “Effective Date”), between Curative Inc., with offices located at 430 South Cataract Ave, San Dimas, CA 91773 (“Curative”) and Colombia County, FLORIDA, a political subdivision of the State of Florida (“Partner”). Curative and PARTNER shall be referred to hereafter individually as a “Party” and collectively as the “Parties” to this Agreement.

WHEREAS, the Parties entered into an agreement on **June 6, 2022** for Covid-19 testing made available to the public (the “Agreement”); and

WHEREAS, the Parties desire to amend the Agreement as more specifically set forth below.

NOW THEREFORE, the Parties agree as follows:

1. The Agreement is hereby amended to extend the end date of August 31, 2022, to March 3, 2023.
2. Except as expressly provided herein, all other terms and conditions of the Agreement not affected by this Amendment are incorporated herein and shall remain in full force and effect. If there is conflict between this Amendment and the Agreement, the terms of this Amendment shall control.
3. This Amendment and the Agreement constitute the entire Agreement between the Parties related to the subject matter thereof and supersedes any prior understandings. This Amendment may be amended only by written amendments duly executed by the parties.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to the **Testing Site Agreement** to be executed by their duly authorized representatives as of the Effective Date.

CURATIVE INC.

By:

SIGNATURE AREA

Name and Title: Ryan Souders, General Counsel

Colombia County, FLORIDA, a political subdivision of the State of Florida

SIGNATURE AREA

By:

Name and Title: ,

