CONTRACT FORM

Name: <u>Aconomie Development agrament</u>		
Description: Ar pansi Medical Center	en et stake	City
Category (circle one):		
Building -Office Space Agreements	Interlocal Government Agree	ements Recreation Agreements
Construction Agreements	Maintenance Agreements	Service Agreements
Employment Agreements	Professional Service Agreer	nents (Otler)
Start Date: and a Completion End Date: 3 upo.		
Auto Review (circle one):	Yes	No
Review every	months.	

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT, ("Agreement"), is made and executed this 15th day of May, 2014, among NOTAMI HOSPITALS OF FLORIDA, INC., dba LAKE CITY MEDICAL CENTER, a Florida Corporation whose mailing address is Post Office Box 750, Nashville, Tennessee 37202 (the "Company"); and COLUMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida, whose mailing address is Post Office Drawer 1529, Lake City, Florida 32056-1529, (the "County").

PREMISES FOR AGREEMENT

- A. The Company is in the business of providing hospital services and will construct and develop an expansion of its local facility consisting of an approximately SEVEN MILLION FIVE-HUNDRED THOUSAND DOLLAR (\$7,500,000.00) capital investment in Columbia County (herein the "Project"). The Project is planned to be located and constructed as an expansion to the Company's existing hospital facility located in Columbia County, Florida.
- benefit from the expansion of a business such as the Company in Columbia County. The Project can provide employment to residents and citizens of Columbia County. It can enhance the potential for economic development, increased sales taxes, ad valorem taxes, non-ad valorem assessments, and general economic growth and revenues from such development and business operations and opportunities which will be provided by the Company. It is the legitimate business and public policy of the local and state governments under Florida law to encourage, engender, promote, and support programs that provide impetus for economic development for the purpose of alleviating unemployment and promoting the local economy and the State through the location of new industry within the County and the State. The County Commission is empowered by Florida Statutes section 125.045 to expend public funds to attract and retain business enterprises, including making grants to private enterprises for the expansion of businesses existing in the community or the attraction of new businesses to the community.
- C. The Company desires to construct the Project in the County, and in order to induce the County to provide incentives set forth in this Agreement, the Company has made representations and warranties regarding capital investment, employment, and payroll expectations for the Project, and in order to induce the Company to construct the Project in the County, the County has offered certain incentives to the Company, and the parties intend to memorialize the agreement among and between the parties by entering into this Economic Development Agreement. The parties acknowledge the resulting economic benefits to the Columbia County community will be substantial.
- D. The parties acknowledge that the agreements and representations set forth herein are subject to further actions that the parties must undertake to construct the Project and implement the incentives described in this Agreement, including, specifically, commencement of construction and employment at a minimum salary of a minimum number of additional full-time or full-time-equivalent workers at the facility when the Project is completed.

NOW, THEREFORE, in consideration of the premises and the sum of Ten and No/100 (\$10.00) Dollars and other valuable consideration, including the mutual covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties covenant and agree as follows:

- 1. <u>SITE</u>. The Company agrees to develop and construct, and properly equip the Site and Project as a lawfully, properly permitted expanded hospital facility with capital investment of approximately SEVEN MILLION FIVE-HUNDRED THOUSAND DOLLARS (\$7,500,000.00) including necessary tangible personal property and equipment for the Project and Site.
- 2. <u>COMPANY'S REPRESENTATIONS AND ASSURANCES</u>. As an additional incentive to the County for the performance of its obligations under the terms of this Agreement, the Company agrees as follows:
 - a. Beginning no later than thirty (30) days from the date the Company completes construction of the facility as described herein at the Site and continuing for no less than three (3) years thereafter, the Company will continuously maintain a business upon the Site. Said business shall, within twelve (12) months of completion, create not less than 10 additional full-time or full-time equivalent employment positions within the facility expansion (the "Expansion Positions"), except during such time as the Company may be prevented from doing so on account of war, acts of public enemy, restrictions or prohibitions of state or federal government, or any of their respective agencies, fire, windstorm, strikes, or other factors beyond the control of the Company. Full-time employees work a minimum of 32 hours per week and are eligible for benefits. Full-time equivalences are based on a 32 hour work week. The average annual salary of the Expansion Positions, excluding benefits, must be 125% of the Columbia County average annual wage. The average annual wage for Columbia County as of the date of this agreement is \$33,989. Therefore, the wage requirement for this agreement shall equal \$42,486 (\$33,989 x 1.25) per year.
 - b. In the event that the average number of Expansion Positions during any calendar year falls below 10 during the three-year period from the date the Company has met the job creation requirement of 10 Expansion Positions, then the Company shall be ineligible for further economic development incentives as set forth herein, except if such deficiency is due to force majeure such as defined in subparagraph a. above, the Company has provided reasonable explanation to the County for the deficiency, or both parties agree such deficiency is the result of broad and general adverse economic conditions.
 - c. The Company will provide the County with a certificate of good standing and its authorization to do business in the State of Florida from the Secretary of the State of Florida together with a copy of the Company's management or operating agreement, and the name and address of all principals of the Company.

- d. The Company has all requisite power, authority, license, permits, corporate or otherwise, to execute and deliver this Agreement and perform its obligations hereunder. The Company's execution, delivery and performance of this Agreement have been duly authorized by or in accordance with its organizational and governing instruments, and this Agreement has been duly executed and delivered for it by signatories so authorized, and it constitutes a legal, valid, and binding obligation of the Company.
- e. The Company and the County have not received any notice nor to the best of their knowledge is there any pending or threatened notice of any violation of any applicable laws, ordinances, regulations, rules, decrees, permits or orders which would materially and adversely affect their respective ability to perform under this Agreement.
- 3. ECONOMIC DEVELOPMENT INCENTIVES. So long as the Company is not in default under this Agreement, the County shall provide the Company with the following economic development incentives:
 - a. JOBS CREATION: To induce the Company to create the new jobs in Columbia County set forth in paragraph 2.a., supra, upon notification from the Company and verification from the County's designee that the Company has met the job creation requirement of 10 Expansion Positions, the County shall pay the sum of \$1,503.00 for each FTE job up to forty (40) FTE jobs in each of three consecutive years so long as the Company remains in compliance with this Agreement. The tirst payment shall be issued within thirty (30) days following receipt of all employee information on or before the first anniversary date of the completion of all capital improvements set forth in paragraph 1 supra. Subsequent payments that become due hereunder shall be issued annually on or about the anniversary date of the first payment. The County shall have the right to verify additional positions created as set forth above. If the Company is not in full compliance with the job-creation provisions of this Agreement, then the County shall have no obligation to pay any part of this incentive for the year in which the Company fails to fully comply. If the Company fails to meet its obligations in any year, this Agreement shall become void as to all future Jobs Creation incentives and no further monies shall be due from the County to the Company under this part.
- 4. <u>CAPITAL INVESTMENT.</u> The Company anticipates that the total investment of capital ("capital investment") for the construction of the Project (which shall include the building and equipment at the Site) shall be approximately SEVEN MILLION FIVE-HUNDRED THOUSAND Dollars (\$7,500,000.00).

5. **COMPLIANCE.**

a. Capital Investment. The Company shall provide to the County documentation showing the total capital investment made for the Project within one (1) month from the date of completion. In the event the Company does not complete the project as defined in this

reasonable explanation to the County for any modification in the Project as defined herein. If the County determines, with consideration of 2a, that the Company's explanation is not reasonable to satisfy this Agreement, the County agrees to meet in good faith to discuss potential solutions and negotiate for an acceptable alternative. Any such alternative is subject to approval by both parties.

b. Job Creation. The Company shall provide employment information reflecting total employment and Expansion Positions subject to this Agreement within one (1) month from the date the Company creates the Expansion Positions. This information shall be submitted annually to the Columbia County Economic Development Department as part of the Company's performance under this Agreement, and may be verified by audit ordered by the County. Audit shall include, but will not be limited to, comparison of position totals prior to expansion as provided herein with total positions at the facility following expansion. The Company shall specifically identify those positions it counts as Expansion Positions, and shall demonstrate how those positions were filled during the prior twelve (12) months. Vacancy in any Expansion Position due to circumstances beyond the Company's control, including but not limited to resignation of an employee in an Expansion Position, shall not be considered as evidence of the Company's nonperformance under this part. In the event the Company does not complete the project as defined in this agreement then the County may request the Company provide a full, detailed, and reasonable explanation to the County for any modification in the Project as defined herein. If the County determines, with consideration of 2a, that the Company's explanation is not reasonable to satisfy this Agreement, the County agrees to meet in good faith to discuss potential solutions and negotiate for an acceptable alternative. Any such alternative is subject to approval by both parties.

- 6. AMENDMENT. This Agreement may be amended in writing at any time and from time to time, as may be mutually agreed to by the Company and the County.
- 7. **NOTICES.** Whenever notices are permitted or required with respect to this Agreement, the same shall be given in writing.
- 8. <u>ADDITIONAL DOCUMENTS</u>. The parties agree to execute and deliver such additional instruments and documents, including those specifically identified herein, provide such additional financial or technical information, attend such public hearings or meetings relating to the Project, and take such additional actions, as may reasonably be required from time to time in order to effectuate the incentives contemplated by this Agreement.
- 9. <u>DEFAULT AND REMEDIES</u>. In the event a party commits a material breach of this Agreement as determined in good faith by the party to whom the commitment was due (the "Breachee"), the Breachee shall notify in writing the party committing the breach (the "Breacher"). The Breacher shall have 45 days from receipt of such written notice to cure such breach or provide a plan for such cure to the reasonable satisfaction of the Breachee. In the event such cure or plan for cure is not provided within the 45-day cure period, then the portions

of this Agreement pertaining to the Breachee's obligations may be terminated by the Breachee. No party shall be deemed to be in default for a delay or failure in performance under this Agreement, deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy or terrorism, war, accident, fires, explosions, earthquakes, floods, or catastrophic failure of transportation or strikes or any similar cause beyond the reasonable control of any party. In the event a party determines that it will not be able to fulfill its responsibilities in the manner described in this Agreement, the party shall use its best efforts to give notice to the other parties. Such notice shall detail the responsibilities which cannot be fulfilled, the reasons the responsibilities cannot be fulfilled, and the party's proposal to cure the problem. In no event shall either party be liable to the other for special, indirect, consequential or punitive damages, even if the party has been advised that such damages are possible. No party shall be liable to the other for lost profits or lost revenues.

- 10. OTHER INCENTIVES. The specified listing of incentives herein is not intended to be and shall not be construed as a limitation upon Company's right to obtain any other rights, privileges, or benefits for which it might qualify under general law and, except as otherwise provided herein, all incentives and benefits, whether conveyed herein or by general law, are intended to be cumulative.
- 11. <u>LIMITATION ON ASSIGNMENT</u>. Except as set forth otherwise herein, neither this Agreement nor any rights hereunder may be assigned by either party without the prior written consent and approval of the other party, which shall not be unreasonably withheld. This Agreement shall be binding upon the parties, including their successors and assigns, when any assignment is consented to by the parties.

12. **OTHER**.

- a. The representations, covenants and agreements of the parties are subject to and contingent upon the mutual performance by the parties hereunder.
- b. No delay in any exercise or any omission to exercise any remedy or right shall impair any such remedy or right or be construed to be a waiver of any such remedy or right nor shall it affect any subsequent remedy or right of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by a party.
- c. If any one or more of the covenants or agreements provided in this Agreement on the part of any party to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenants or agreements shall be null and void and shall be deemed separate from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.
- d. Company represents that it intends to comply with all federal, state and local laws, rules, regulations and ordinances governing the Project and the incentives described in this Agreement.

- e. a. This Agreement and all transactions contemplated hereby shall be governed by and construed in accordance with and enforced under the laws of the state of Florida, notwithstanding its choice of law rules to the contrary or any other state's choice of law rules.
- f. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.
- g. Except as otherwise provided herein, each of the parties shall pay all fees and expenses incurred by it in connection with the transactions contemplated by this Agreement.
- h. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successor and permitted assigns.
- i. Any covenant or agreement contained in this Agreement between any party and any other party contained in this Agreement may be amended only by a written instrument executed by the parties impacted. Any condition precedent to any party's obligations hereunder may be waived in writing by such party.
 - j. All exhibits attached hereto are incorporated herein by reference.
- k. This Agreement and the exhibits hereto contain the entire understanding the parties and this Agreement supersedes all prior agreements and understandings, oral and written, with respect to this subject matter.
- l. The parties acknowledge and agree that the County is an "agency" as defined in and is subject to relevant provisions of Florida's public records laws, Florida Statutes Chapter 119. The Company, without conceding the question of its status thereunder, acknowledges that it may be required from time to time pursuant to Florida Statutes section 119.011 and Chapter 119 to furnish its records, including the records of its consultants, relevant to this Agreement.
- 13. <u>LIMITATIONS ON LIABILITY</u>. Notwithstanding any other provision of this Agreement to the contrary, the County, as a political subdivision of the State of Florida, and the other parties are bound by and do not waive the provisions of Chapter 768.28, Florida Statutes, or any similar provision of state law limiting the County's liability.
- 14. <u>ATTORNEY FEES</u>. Each party shall pay its own attorney fees incurred in connection with drafting and consummating the transaction of this agreement. Should either party after default of the other file suit to enforce any provisions of this Agreement, then the prevailing party shall be entitled to collect from the other party its reasonable attorney's fees, including appellate fees and court costs.

15. <u>VENUE.</u> The sole venue for any legal action or proceedings arising from or as a result of this Agreement shall be Columbia County, Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Signed, sealed and delivered in the presence of:

NOTAMI HOSPITALS OF ELORIDA, INC. dba LAKE CITY MEDICAL CENTER

Print or Type Name

The or type traine

Shana MacDonard

Shana MacDonald

Print or Type Name

STATE OF FLORIDA COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this day of home to determine the day of home of the corporation, 2014, by MARK ROBINSON as Chief Executive Office of NOTAMI HOSPITALS OF FLORIDA, INC., on behalf of the corporation, who is personally known to me or who has produced a Florida driver's license as identification:

(NOTARIAL SEAL)

Notary Public, State of Florida

My Commission Expires:

Signed, sealed and delivered in the presence of:

Witness
Lisa K.B. Roberts

Print or Type Name

Penny D. Stanley
Print or Type Name

STATE OF FLORIDA

COLUMBIA COUNTY, FLORIDA

RONALD WILLIAMS, Chairman

ATTEST:

P. DeWitt Cason
Clerk of Court

(SEAL)

STATE OF FLORIDA

COUNTY-OF COLUMBIA

____, 2014, by RONALD WILLIAMS, as Chairman, of the BOARD OF

Notary Public State of Florida My Commission Expires:

COUNTY COMMISSIONERS, COLUMBIA COUNTY, FLORIDA, on behalf of the Board,

(NOTARIAL SEAL)



who is personally known to me.

CITY COUNCIL RESOLUTION NO. 2014-049

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA ("CITY"), AUTHORIZING THE CITY TO ENTER INTO AN ECONOMIC DEVELOPMENT AGREEMENT WITH NOTAMI HOSPITALS OF FLORIDA, INC., DBA LAKE CITY MEDICAL CENTER, A FLORIDA CORPORATION (THE "COMPANY"), DATED MAY 15, 2014; AND AUTHORIZING THE CITY TO RESCIND CITY COUNCIL RESOLUTION NO. 2014-033 PREVIOUSLY ADOPTED BY THE CITY COUNCIL WHEREIN THE CITY WAS AUTHORIZED TO ENTER INTO AN ECONOMIC DEVELOPMENT AGREEMENT WITH (CODENAME: PROJECT BREEZE) (THE "PROJECT BREEZE AGREEMENT") WHICH PROJECT BREEZE AGREEMENT, WHILE EXECUTED BY THE CITY, WAS NEVER ACCEPTED BY PROJECT BREEZE.

WHEREAS, Notami Hospitals of Florida, Inc., dba Lake City Medical Center, a Florida corporation, (the "Company") is in the business of providing services and will construct and develop an expansion of its existing hospital facility located within the City consisting of a capital investment of approximately \$7,500,000.00 (herein the "Project"). The Project is planned to be located and constructed as an expansion to the Company's existing hospital facility located in the City of Lake City, Florida ("City"), a municipality situated wholly within Columbia County, Florida; and

WHEREAS, the City of Lake City, Florida ("City") and its economy will greatly benefit from the expansion of the Company's existing hospital facilities. The Project can provide additional employment to residents and citizens of the City, enhance the potential for economic development, increased sales taxes, ad valorem taxes, non-ad valorem assessments, and generate economic growth and revenues from such development and business operations and opportunities which will be provided by the Company. It is the legitimate business and public policy of the local and state

governments under Florida law to encourage, engender, promote, and support programs that provide impetus for economic development for the purpose of alleviating unemployment and promoting the local and state economy through the location of new industry within the City and the State. The City Council of the City is empowered by Florida Statutes Section 166.021 to expend public funds to attract and retain business enterprises, including making grants to private enterprises for the expansion of businesses existing in the community or for the attraction of new businesses to the community; and

WHEREAS, the Company desires to construct the Project in the City, and in order to induce the City to provide incentives to the Company, the Company has made representations and warranties regarding capital investment, employment, and payroll expectations for the Project, and in order to induce the Company to construct the Project in the City, the City has offered certain incentives to the Company, and the parties intend to memorialize the agreement by entering into an Economic Development Agreement dated May 15, 2014, copy of which is attached hereto as Exhibit "A" and made a part of this resolution (the "Development Agreement dated May 15, 2014"); and

WHEREAS, by City Council Resolution No. 2014-033 the Project Breeze
Agreement was approved and executed by the City, but never accepted by Project
Breeze and the City desires by this resolution to rescind the prior City Council
Resolution No. 2014-033 and void the Project Breeze Agreement authorized by said resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are hereby incorporated herein and made a part of this resolution.

Section 2. The City is hereby authorized to enter into the Development Agreement dated May 15, 2014, with the Company.

<u>Section 3</u>. The Mayor and City Clerk are authorized to execute the Development Agreement dated May 15, 2014, for and on behalf of the City.

<u>Section 4</u>. City Council Resolution No. 2014-033 is hereby rescinded and the Project Breeze Agreement attached thereto is hereby voided.

PASSED AND ADOPTED at a meeting of the City Council this 25day of

, 2014

Mayor-Councilman

ЧТДЕST:

City Clerk

APPROVED 45 70 FORM AND LEGALITY:

By:

HERBERT F. DARBY

City Attorney

HFD/lss 9/17/2013 9/25/13 4/21/2014 (revised) 5/8/2014 (revised) 7/9/14 (revised)

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT, ("Agreement"), is made and executed this 15th day of May, 2014, among NOTAMI HOSPITALS OF FLORIDA, INC., dba LAKE CITY MEDICAL CENTER, a Florida Corporation whose mailing address is Post Office Box 750, Nashville, Tennessee 37202 (the "Company"); and the CITY OF LAKE CITY, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, and located within Columbia County, Florida, whose mailing address is 205 North Marion Avenue, Lake City, Florida 32055, (the "City").

PREMISES FOR AGREEMENT

- A. The Company is in the business of providing hospital services and will construct and develop an expansion of its local facility consisting of an approximately SEVEN MILLION FIVE HUNDRED THOUSAND DOLLAR (\$7,500,000.00) capital investment in the City (herein the "Project"). The Project is planned to be located and constructed as an expansion to the Company's existing hospital facility located in the City, a municipality situated wholly within Columbia County, Florida.
- B. The economy, including the work force of the City, will greatly benefit from the expansion of the Company's existing facilities and business in the City. The Project can provide

employment to residents and citizens of the City. It can enhance the potential for economic development, increased sales taxes, ad valorem taxes, non-ad valorem assessments, and general economic growth and revenues from such development and business operations and opportunities which will be provided by the Company. It is the legitimate business and public policy of the local and state governments under Florida law to encourage, engender, promote, and support programs that provide impetus for economic development for the purpose of alleviating unemployment and promoting the local and state economy through the location of new industry within the City and the State. The City Council of the City is empowered by Florida Statutes section 166.021 to expend public funds to attract and retain business enterprises, including making grants to private enterprises for the expansion of businesses existing in the community or for the attraction of new businesses to the community.

- C. The Company desires to construct the Project in the City, and in order to induce the City to provide incentives set forth in this Agreement, the Company has made representations and warranties regarding capital investment, employment, and payroll expectations for the Project, and in order to induce the Company to construct the Project in the City, the City has offered certain incentives to the Company, and the parties intend to memorialize the agreement among and between the parties by entering into this Economic Development Agreement. The parties acknowledge the resulting economic benefits to the City community will be substantial.
- D. The parties acknowledge that the agreements and representations set forth herein are subject to further actions that the parties must undertake to construct the Project and implement the incentives described in this Agreement, including, specifically, commencement of construction and employment at a minimum salary of a minimum number of additional full-time or full-time-equivalent workers at the facility when the Project is completed.

NOW, THEREFORE, in consideration of the premises and the sum of Ten and No/100 (\$10.00) Dollars and other valuable consideration, including the mutual covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties covenant and agree as follows:

- 1. <u>SITE</u>. The Company agrees to develop and construct, and properly equip the Site and Project as a lawfully, properly permitted expanded hospital facility with capital investment of approximately SEVEN MILLION FIVE HUNDRED THOUSAND DOLLAR (\$7,500,000.00) including necessary tangible personal property and equipment for the Project and Site.
- COMPANY'S REPRESENTATIONS AND ASSURANCES. As an additional incentive to the City for the performance of its obligations under the terms of this Agreement, the Company agrees as follows:
 - a. Beginning no later than thirty (30) days from the date the Company completes construction of the facility as described herein at the Site and continuing for no less than three (3) years thereafter, the Company will continuously maintain a business upon the Site. Said business shall, within twelve (12) months of completion, create not less than 10 additional full-time or full-time equivalent employment positions within the facility expansion (the "Expansion Positions"), except during such time as the Company may be prevented from doing so on account of war, acts of public enemy, restrictions or prohibitions of state or federal government, or any of their respective agencies, fire, windstorm, strikes, or other factors beyond the control of the Company. Full-time employees work a minimum of 32 hours per week and are eligible for benefits. Full-time

equivalences are based on a 32 hour work week. The average annual salary of the Expansion Positions, excluding benefits, must be 125% of the Columbia County average annual wage. The average annual wage for Columbia County as of the date of this Agreement is \$33,989.00. Therefore, the wage requirement for this Agreement shall equal \$42,486.00 (\$33,989.00 x 1.25) per year.

- b. In the event that the average number of Expansion Positions during any calendar year falls below 10 during the three-year period from the date the Company has met the job creation requirement of 10 Expansion Positions, then the Company shall be ineligible for further economic development incentives as set forth herein, except if such deficiency is due to force majeure such as defined in subparagraph a. above, or the Company has provided reasonable explanation acceptable to the City for the deficiency, or both parties agree such deficiency is the result of broad and general adverse economic conditions.
- c. The Company will provide the City with a certificate of good standing and its authorization to do business in the State of Florida from the Secretary of the State of Florida together with a copy of the Company's management or operating agreement, and the name and address of all principals of the Company.
- d. The Company has all requisite power, authority, license, permits, corporate or otherwise, to execute and deliver this Agreement and perform its obligations hereunder. The Company's execution, delivery and performance of this Agreement have been duly authorized by or in accordance with its organizational and governing instruments, and this Agreement has been duly executed and delivered for it by

signatories so authorized, and it constitutes a legal, valid, and binding obligation of the Company.

- e. The Company and the City have not received any notice nor to the best of their knowledge is there any pending or threatened notice of any violation of any applicable laws, ordinances, regulations, rules, decrees, permits or orders which would materially and adversely affect their respective ability to perform under this Agreement.
- 3. **ECONOMIC DEVELOPMENT INCENTIVES.** So long as the Company is not in default under this Agreement, the City shall provide the Company with the following economic development incentives:
 - a. JOBS CREATION: To induce the Company to create the new jobs in the City set forth in paragraph 2.a., supra, upon notification from the Company and verification from the City's Finance Director that the Company has met the job creation requirement of 10 Expansion Positions, the City shall pay the sum of \$747.00 for each FTE job up to forty (40) FTE jobs in each of three consecutive years so long as the Company remains in compliance with this Agreement. The first payment shall be issued within thirty (30) days following receipt of all employee information on or before the first anniversary date of the completion of all capital improvements set forth in paragraph 1 supra. Subsequent payments that become due hereunder shall be issued annually on or about the anniversary date of the first payment. The City shall have the right to verify additional positions created as set forth above. If the Company is not in full compliance with the job-creation provisions of this Agreement, then the City shall have no obligation to pay any part of this incentive for the year in which the Company fails to fully comply. If the Company fails to meet its obligations in any year, this Agreement shall become

- void as to all future Jobs Creation incentives and no further monies shall be due from the
 City to the Company under this part.
 - b. <u>CURRENT JÓBS</u>. Prior to the City making payments to the Company under the incentive provisions set forth in paragraph 3 a., the Company shall provide the City with a certification of its number of full-time employees existing at the time of the completion of construction of the facility to provide a benchmark of the Company's then current full-time jobs to establish and use to measure the Expansion Positions.
- 4. <u>CAPITAL INVESTMENT.</u> The Company anticipates that the total investment of capital ("capital investment") for the construction of the Project (which shall include the building and equipment at the Site) shall be approximately SEVEN MILLION FIVE HUNDRED THOUSAND Dollars (\$7,500,000.00).

COMPLIANCE.

- a. <u>Capital Investment</u>. The Company shall provide to the City documentation showing the total capital investment made for the Project within one (1) month from the date of completion. In the event the Company does not complete the project as defined in this agreement then the City may request the Company provide a full, detailed, and reasonable explanation to the City for any modification in the Project as defined herein. If the City determines, with consideration of 2a, that the Company's explanation is not reasonable to satisfy this Agreement, the City agrees to meet in good faith to discuss potential solutions and negotiate for an acceptable alternative. Any such alternative is subject to approval by both parties.
- b. <u>Job Creation</u>. The Company shall provide employment information reflecting total employment and Expansion Positions subject to this Agreement within

one (1) month from the date the Company creates the Expansion Positions. This information shall be submitted annually to the City as part of the Company's performance under this Agreement, and may be verified by audit ordered by the City. The audit shall include, but will not be limited to, comparison of position totals prior to expansion as provided herein with total positions at the facility following expansion. The Company shall specifically identify those positions it counts as Expansion Positions, and shall demonstrate how those positions were filled during the prior twelve (12) months. Vacancy in any Expansion Position due to circumstances beyond the Company's control, including, but not limited to, resignation of an employee in an Expansion Position, shall not be considered as evidence of the Company's nonperformance under this part. In the event the Company does not complete the project as defined in this agreement then the City may request the Company provide a full, detailed, and reasonable explanation to the City for any modification in the Project as defined herein. If the City determines, with consideration of 2a, that the Company's explanation is not reasonable to satisfy this Agreement, the City agrees to meet in good faith to discuss potential solutions and negotiate for an acceptable alternative. Any such alternative is subject to approval by both parties.

- 6. AMENDMENT. This Agreement may be amended in writing at any time and from time to time, as may be mutually agreed to by the Company and the City.
- 7. NOTICES. Whenever notices are permitted or required with respect to this Agreement, the same shall be given in writing.
- 8. <u>ADDITIONAL DOCUMENTS</u>. The parties agree to execute and deliver such additional instruments and documents, including those specifically identified herein, provide

such additional financial or technical information, attend such public hearings or meetings relating to the Project, and take such additional actions, as may reasonably be required from time to time in order to effectuate the incentives contemplated by this Agreement.

- 9. **DEFAULT AND REMEDIES.** In the event a party commits a material breach of this Agreement as determined in good faith by the party to whom the commitment was due (the "Breachee"), the Breachee shall notify in writing the party committing the breach (the "Breacher"). The Breacher shall have 45 days from receipt of such written notice to cure such breach or provide a plan for such cure to the reasonable satisfaction of the Breachee. In the event such cure or plan for cure is not provided within the 45-day cure period, then the portions of this Agreement pertaining to the Breachee's obligations may be terminated by the Breachee. No party shall be deemed to be in default for a delay or failure in performance under this Agreement, deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy or terrorism, war, accident, fires, explosions, earthquakes, floods, or catastrophic failure of transportation or strikes or any similar cause beyond the reasonable control of any party. In the event a party determines that it will not be able to fulfill its responsibilities in the manner described in this Agreement, the party shall use its best efforts to give notice to the other parties. Such notice shall detail the responsibilities which cannot be fulfilled, the reasons the responsibilities cannot be fulfilled, and the party's proposal to cure the problem. In no event shall either party be liable to the other for special, indirect, consequential or punitive damages, even if the party has been advised that such damages are possible. No party shall be liable to the other for lost profits or lost revenues.
- 10. <u>OTHER INCENTIVES</u>. The specified listing of incentives herein is not intended to be and shall not be construed as a limitation upon Company's right to obtain any

other rights, privileges, or benefits for which it might qualify under general law and, except as otherwise provided herein, all incentives and benefits, whether conveyed herein or by general law, are intended to be cumulative.

- 11. CROSS DEFAULT WITH THE COUNTY AGREEMENT. The Company acknowledges that contemporaneously with this Agreement it has entered into an Economic Development Agreement with Columbia County with respect to the construction and development of Project Breeze, a copy of which is attached hereto as Exhibit "A" (the "County Agreement"). A default in any of the terms and conditions of the County Agreement shall constitute a default under the provisions of this Agreement
- 12. <u>LIMITATION ON ASSIGNMENT</u>. Except as set forth otherwise herein, neither this Agreement nor any rights hereunder may be assigned by either party without the prior written consent and approval of the other party, which shall not be unreasonably withheld. This Agreement shall be binding upon the parties, including their successors and assigns, when any assignment is consented to by the parties.

13. **OTHER**.

- a. The representations, covenants and agreements of the parties are subject to and contingent upon the mutual performance by the parties hereunder.
- b. No delay in any exercise or any omission to exercise any remedy or right shall impair any such remedy or right or be construed to be a waiver of any such remedy or right nor shall it affect any subsequent remedy or right of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by a party.

- c. If any one or more of the covenants or agreements provided in this Agreement on the part of any party to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenants or agreements shall be null and void and shall be deemed separate from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.
- d. Company represents that it intends to comply with all federal, state and local laws, rules, regulations and ordinances governing the Project and the incentives described in this Agreement.
- e. This Agreement and all transactions contemplated hereby shall be governed by and construed in accordance with and enforced under the laws of the state of Florida, notwithstanding its choice of law rules to the contrary or any other state's choice of law rules.
- f. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.
- g. Except as otherwise provided herein, each of the parties shall pay all fees and expenses incurred by it in connection with the transactions contemplated by this Agreement.
- h. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successor and permitted assigns.
- i. Any covenant or agreement contained in this Agreement between any party and any other party contained in this Agreement may be amended only by a written

instrument executed by the parties impacted. Any condition precedent to any party's obligations hereunder may be waived in writing by such party.

- j. All exhibits attached hereto are incorporated herein by reference.
- k. This Agreement and the exhibits hereto contain the entire understanding the parties and this Agreement supersedes all prior agreements and understandings, oral and written, with respect to this subject matter.
- I. The parties acknowledge and agree that the City is an "agency" as defined in and is subject to relevant provisions of Florida's public records laws, Florida Statutes Chapter 119. The Company, without conceding the question of its status thereunder, acknowledges that it may be required from time to time pursuant to Florida Statutes section 119.011 and Chapter 119 to furnish its records, including the records of its consultants, relevant to this Agreement.
- 14. <u>LIMITATIONS ON LIABILITY</u>. Notwithstanding any other provision of this Agreement to the contrary, the City, as a political subdivision of the State of Florida, and the other parties are bound by and do not waive the provisions of Chapter 768.28, Florida Statutes, or any similar provision of state law limiting the City's liability.
- 15. ATTORNEY FEES. Each party shall pay its own attorney fees incurred in connection with drafting and consummating the transaction of this agreement. Should either party after default of the other file suit to enforce any provisions of this Agreement, then the prevailing party shall be entitled to collect from the other party its reasonable attorney's fees, including appellate fees and court costs.
- result of this Agreement shall be Columbia County, Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year

Signed, sealed and delivered in the presence of:	NOTAMI HOSPITALS OF FLORIDA, INC., dba LAKE CITY MEDICAL CENTER
Clych Griner Witness Clych Griner Print or Type Name	By: MARK ROBINSON Chief Executive Officer
Shand MacDonald Print or Type Name	
(hout , 2014, by MARK	was acknowledged before me this day of ROBINSON as Chief Executive Officer of NOTAMI on behalf of the corporation, who is personally known to
me or who has produced a Florida drive	
(NOTARIAL SEAL)	My Commission Expires: DURELLE B. BAILEY Commission # EE 854239 Expires December 9, 2016 Bonded Thu Tray Pin toursnes 800-388-7019

first above written.

APPROVED AS TO FORM AND LEGALITY

Herbert F. Darby City Attorney

By: